



FINAL TENTATIVE AGREEMENT (TA) FOR MEMBER RATIFICATION

TENTATIVE AGREEMENT FOR A SUCCESSOR
COLLECTIVE BARGAINING AGREEMENT (CBA)

BY AND BETWEEN

THE OVERSEAS FEDERATION OF TEACHERS, AFT, AFL-CIO (OFT)

AND

THE DEPARTMENT OF DEFENSE EDUCATION ACTIVITY (DoDEA)

This document is a compilation, produced by the OFT Bargaining Team, of all tentatively agreed-upon proposals to be submitted to the membership for ratification. The OFT Bargaining Team strongly recommends a YES! vote on ratification of this TA.

If approved by the OFT Membership and Agency Head, pursuant to the terms of the TA on Article 36 § 1b, the new CBA will be implemented on August 1, 2023

This cover page, the Table of Tentative Agreements, and the MOU on “One Time Payment” do not constitute part of the Final Tentative Agreement.

TABLE OF TENTATIVE AGREEMENTS

Article	Title	Page	Notes / Explanation
Preamble	Section 1 - Parties	1	
	Preamble	2	
1	Recognition & Unit Designation	3	
2	Rights of Employees	4	
3	Union Rights	8	
4	Rights of the Employer	10	
5	Union Responsibilities	12	
6	Employee Responsibilities	13	
7	Employer Responsibilities	14	
	Section 6 – Matters Appropriate for Negotiations	16	
8	Mutual Responsibilities	17	
9	Union Representation / Official Time	18	
10	Labor-Management Relations	22	
11	Union Sponsored Training	24	
12	Use of Official Facilities	26	
13	Information to the Union	29	
14	Student Matters	31	
15	Staffing	36	
16	Temporary – Not to Exceed (NTE)	43	
17	Compensation & Benefits	45	
18	Diversity, Equity, Inclusion, and Equal Employment Opportunity (DEI & EEO)	54	
19	Professional Learning	56	Section 4f is out of page sequence because it was part of a package signed on October 24, 2022.
	Section 4f – Certification / Recertification	52	
	Section 11a – Mandatory Trainings	60	
20	Teaching Conditions	61	
21	Hours of Work	65	
22	Health & Safety	67	
23	Personal Injury in the Performance of Duty	72	
24	Job Descriptions	74	
25	Extra Duty Assignments	75	
26	Leave	77	
	Section 10b – Administrative Leave	83	
	Section 12 – Evacuation & School Closure Procedures	84	
	Section 20 – Voluntary Leave Transfer Program	86	
27	Personnel Files	89	
28	Performance Appraisal System	91	Section 1b is out of page sequence because it was part of a package signed on 10/24/ 2022.
	Section 1b - General	52	
29	Reduction in Force	96	
30	Discipline & Adverse Action	101	
31	Grievance Procedure	106	
32	Facilities	111	
33	Arbitration	116	
34	Voluntary Allotment of Union Dues	122	
35	Investigations	125	
36	Duration	127	
37	Memoranda of Understanding	129	
Appendix A	Unit Certification	130	
Appendix B	Official Time Request Form	131	
Appendix C	School Year Intent Form	132	
Appendix D	School Level Excessing Guidance Flow Chart	133	
Appendix E	Europe South District Reassignment Questionnaire	135	
MOU	One Time Payment	137	Signed along with full TA. Not a part of the CBA.

Tentative Agreement for Section 1 Below

PREAMBLE

Section 1. Parties

Pursuant to the policy set forth in Title 5, U.S. Code, Chapter 71 (Public Law 95-454) and all future amendments, the following Articles, together with any and all supplemental and/or amendments which may be mutually agreed upon at later dates, constitute an Agreement by and between the Department of Defense Dependents Schools (DoDDS), hereinafter referred to as: the Employer, Agency, or Department of Defense Education Activity (DoDEA), and the Overseas Federation of Teachers, AFT, AFL-CIO, (OFT) hereinafter referred to as the Union, and collectively known as the Parties, for the employees in the unit described in FLRA Case No. WA-RP-22-0018 Amendment of Certification, dated June 14, 2022, a copy of which is attached hereto as Appendix A.

INITIALS:

OFT: _____

DoDEA: _____

Date: August 9, 2022

PREAMBLE

Section 1. Parties ***** Preamble, Section 1 remains in dispute as of February 11, 2022 *****

Section 2. Mutual Responsibilities

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

Section 3. Public Policy

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

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

Section 4. Professionalism

Both Parties recognize supervisors and employees will conduct themselves in a professional and businesslike manner, characterized by mutual courtesy in their day-to-day working relationships.

The Parties agree that a cooperative working relationship between the union and management is essential to achieving DoDEA’s charge of providing high-quality education for military-connected students overseas and to ensuring a quality work environment for all employees. The Parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, identification of problems and workable solutions and a shared responsibility for organizational success.

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

INITIALS:

DoDEA: _____

OFT: _____

DATE: February 11, 2022

ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

Section 1. Unit Definition.

The Overseas Federation of Teachers, AFT, AFL-CIO is the certified exclusive representative for all unit employees assigned to DoDEA schools located in Europe South District (Formerly the Mediterranean Region composed of; the Azores (Portugal), Spain, Italy, Greece, Turkey, and Bahrain). This unit includes all nonsupervisory professional school-level personnel employed by DoDEA; excluding all nonprofessional employees, substitute teachers, management officials, supervisors and employees described in Section 7112(b) (2), (3), (4), (6), and (7) of the Statute.

Section 2. Exclusions.

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

INITIALS:

DoDEA: _____

OFT: _____

DATE: January 11, 2022

ARTICLE 2 - RIGHTS OF EMPLOYEES

Section 1. Statutory Rights.

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

7102. Employees' Rights.

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

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 2. Policy.

- a. Any employee in the bargaining unit has the right to bring matters of concern to the attention of appropriate management officials, freely and without fear of penalty or reprisal.
- b. Employees have the right to report incidents of fraud, waste, abuse or danger to public health or safety without fear of penalty or reprisal.
- c. Aggrieved employees and their designated representatives are entitled to reasonable privacy when discussing matters of personal concern.

Section 3. Right to Representation (Weingarten Rights).

- a. The employee has the right to be represented by the Union during any examination by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination or meeting may result in disciplinary action against them, and they request representation.
- b. The Employer will inform employees of their right to request and receive representation before any disciplinary and / or adverse action is imposed or an investigation, examination or review is conducted which they have reason to believe could lead to

disciplinary or adverse action. The Employer will inform the employee of this right during orientation week of each school year.

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

Section 4. Official Records.

- a. Only documents authorized by the Office of Personnel Management (OPM) regulation shall be retained in the employee's Electronic Official Personnel File (eOPF). All other documents shall be removed consistent with OPM regulations. The employee has the right to review their eOPF and to have all unauthorized material removed.
- b. Employees will have access to and are authorized to make copies of documents in their employee file(s) maintained by their school.

Section 5. Personal Information.

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

Section 6. Access to Issuances.

Employees will have online access to DOD and DoDEA issuances affecting personnel policies and practices and working conditions as well as curricular materials pertinent to their teaching assignment which are normally maintained on the DoDEA website and or DoDEA learning management system. Upon request, employees will be provided with a copy of each appropriate document or excerpts thereof where such documents are not otherwise available on the Internet or Intranet.

Section 7. Warrants or Subpoenas.

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

Section 8. Military Grade Equivalency.

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

Salary Steps of Unit Employees	Equivalent Grades
Steps 1-10	O-3 (GS-11)
Steps 11 and above	O-4 (GS-12)

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

Section 9. Trial Period. (Probationary)

- a. Unit employees that are non-preference eligible are required to serve a two (2) calendar year trial period in accordance with applicable laws and regulations. Preference eligible employees as defined in 5 USC 2108 are required to serve a one (1) calendar year trial period in accordance with applicable laws and regulations.
- b. Prior continuous service, in a non-temporary DoDEA educator position shall be credited toward the completion of the trial period set forth in Section 9(a) of this Article.
- c. When a temporary employee (NTE) is reappointed or converted to a permanent position, they will begin their trial period. Service in the temporary position (NTE) does not count toward the trial period.
- d. Normally, within a reasonable time after the end of the rating period, April 30, each educator serving in a trial period shall be informed whether or not their performance is satisfactory.
- e. If an employee's performance necessitates the employee's separation, they must be informed in writing of the following:
 - (1) Reason(s) for separation and statement of inadequacies.
 - (2) Notice of the effective date of separation.
 - (3) Appeal rights through the Merit Systems Protection Board and EEO Commission.
 - (4) The trial employee may not grieve any aspect of their removal under the negotiated grievance procedure.
- f. Nothing in this section will reduce the length of time that an employee must serve to be eligible for career status.
- g. If separated, the employee may request a waiver of their obligations for the Travel Agreement and Shipment of Household Goods.

Section 10. Postage for Official Documents.

If the employee is required by their supervisor or by the servicing Personnel Center to mail official documents related to their employment, the employee will be provided an envelope with postage affixed.

Section 11. Personnel Services.

The Military Departments and host nation control certain aspects of support that are not considered personnel administration. For example, these services may include, but are not limited to, the issuance of drivers' licenses, identification and privilege cards, vehicle registrations, authorization for rationed items, and permits unique to the country (i.e., Italian Soggiorno). The Agency will take proactive measures to provide continuance of the support provided by the Military Departments and local authorities of the host nation. Employees may obtain assistance, when necessary (i.e., certification of employee's entitlement to the support), from DoDEA personnel representatives or the servicing Personnel Center.

INITIALS:

DoDEA: _____

OFT: _____

DATE: February 3, 2022

ARTICLE 3 - UNION RIGHTS

Section 1. Statutory Rights.

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

a. 7114. Representation rights and duties

(a)

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

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

A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if—

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.

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

Section 2. Committees.

When the Employer notifies the union of a committee that will include bargaining unit employees (DoDEA, Area, District or School Level) and the committee will discuss changes in working conditions, the union shall be provided appropriate notice in order to designate a representative to attend.

Section 3. Union Access to Department of Defense Education Activity (DoDEA), District Issuances.

The agency agrees to provide the union access to all current school policies, as well as policies issued by the district superintendent, community superintendents, school principals, or any other management official, which apply to bargaining unit members. The above will be available to all bargaining unit members.

Section 4. Human Resources Servicing and Counseling

- a. No later than thirty (30) calendar days after the teachers’ reporting day of every school year, the agency shall conduct a meeting between the union president or their designee, and the DoDEA Human Resources Chief or their designee to discuss Human Resources issues, including any concerns of services provided by HR service providers. The union will submit agenda items at least 14 days prior to the scheduled meeting.
- b. The Agency agrees that its Human Resources service provider or successor, (currently the U.S. Army Civilian Human Resources Agency (CHRA) Army Benefits Center – Civilians (ABC-C)) will provide an on-line portal with information related to Worker's Compensation; life insurance; and health benefits and the Agency will also provide employees with the phone contact information for the Human Resources service provider.

Section 5. Meetings.

The bargaining unit employees will normally have time reserved for one Union meeting per month held after the duty day during which no other general meeting of the faculty is scheduled. This day will be mutually agreed upon locally by the Employer and the Union.

Section 6. Authority of Contract.

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

Section 7. Access to Issuances.

The Union shall have access to DOD and DoDEA issuances (defined as: DoD regulations, directives, instructions, manuals, and policies; and DoDEA regulations, administrative instructions, directive type memoranda (DTM), procedural guides and manuals) via the Internet. The employer will provide the union with a copy of any Agency issuance regarding working conditions that is not available on the internet.

INITIALS:

DODEA: _____ OFT: _____ DATE: March 4, 2022

ARTICLE 4 - RIGHTS OF THE EMPLOYER

Section 1. Statutory Rights.

By Title 5, U.S. Code 7106, the Employer is afforded the following statutory rights:

7106. Management Rights

a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-

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

(2) in accordance with applicable laws-

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

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

(c) with respect to filling positions, to make selections for appointments from-

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

(II) any other appropriate source; and

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

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

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

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

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

Section 2. Notwithstanding any provision of this Article, management will negotiate over matters covered by 7106(b)(1) as long as Executive Order 14003 remains in effect or other Executive Order requires it to do so.

INITIALS:

DODEA: KING,FRANK Digitally signed by KING,FRANK.11106728298
.1106728298 Date: 2022.01.04 14:58:55 -0500

OFT: LAH

DATE: January 4, 2022

ARTICLE 5 - UNION RESPONSIBILITIES

Section 1. Representation.

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

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

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

INITIALS:

DODEA: _____

OFT: _____

DATE: February 3, 2022

ARTICLE 6 - EMPLOYEE RESPONSIBILITIES

Section 1. Employee Responsibilities.

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

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

Section 2. Outside Employment.

Outside employment shall not adversely impact on the employee's duties.

INITIALS:

DODEA: _____

OFT: _____

DATE: February 3, 2022

ARTICLE 7 - EMPLOYER RESPONSIBILITIES

Section 1. Information.

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

Section 2. Introduction of Representative.

The Employer will introduce to employees the Local Union Representative (LUR) during orientation week and thereafter to each new bargaining unit employee assigned to the school.

Section 3. Agency Support.

When an employee credibly asserts that a government entity or vendor outside of DOD, DoDEA or its service providers has taken inappropriate action resulting in employee loss of funds, overcharges or loss of rights or benefits in connection with shipping, storage of household goods, etc., the Parties shall jointly work collaboratively to assist the employee. The provision of assistance by the employer pursuant to this section shall not be construed as an admission of wrongdoing by the employer. These issues outside of the Agency's control are not grievable.

Section 4. Orientation Program.

The Employer will provide an orientation program at each school, or alternatively may provide employees orientation through a base-sponsored program if available, that may include information on the Federal Employees' Compensation Act (FECA), housing, hold baggage and household goods, government furniture and appliances, dental and medical facilities, transportation, commissary and exchange facilities, banking, privately owned vehicle (POV) registration procedures, local culture, climate, Red Cross, community service organizations, host nation laws, Status of Forces Agreements (SOFA), military regulations, and civilian personnel related matters, etc. The Union may suggest items for orientation of employees related to employment.

The union will be afforded the opportunity to make a presentation of not more than ten (10) minutes at the beginning of each new school year at the employees' initial school meeting.

Section 5. School Year Calendar.

- a. The Employer will establish a school year calendar in accordance with DoDEA Regulation 1400.13, Section 4.1, dated March 1, 2006 and provide it to the Union for comments.

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

Section 6. * Section 6 remains in dispute as of March 4, 2022 *****

Section 7. Death Benefits Counseling.

The employer will notify a deceased employee's designated next of kin as to the contact information for the servicing personnel office who will conduct the Death Benefits Counseling.

Section 8. Emergency Evacuations.

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

INITIALS:

DODEA: _____

OFT: _____

DATE: March 4, 2022

ARTICLE 7 - EMPLOYER RESPONSIBILITIES

Section 6. Matters Appropriate for Negotiations.

- a. In exercising the right to make rules and regulations related to conditions of employment, the Employer shall give due regard to, and abide by, the obligations imposed by this Agreement and Title 5 U.S. Code Chapter 71.
- b. Conditions of employment means personnel policies, practices, and matters affecting working conditions of employees within the unit. The employer will give notice to the Union of changes thereto. Except in cases of emergency or overriding exigency, prior to implementation the Employer will negotiate any newly formulated or proposed change to established personnel policies, practices, and matters affecting working conditions, including reorganization in accordance with Title 5 U.S. Code Chapter 71.

INITIALS:

DODEA: _____

OFT: _____

DATE: September 1, 2022

ARTICLE 8 - MUTUAL RESPONSIBILITIES

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

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

Section 3. Provisions of Law and Regulations. In the administration of all matters covered by the Agreement, the Parties are governed by existing and future laws and the regulations of appropriate authorities; by published agency policies and regulations in existence at the time the Agreement is approved; by applicable policies and regulations of servicing military agencies; and by subsequently published policies and regulations required by law or by the regulations of appropriate authorities.

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

INITIALS:

DODEA: _____

OFT: _____

DATE: January 12, 2022

ARTICLE 9 - UNION REPRESENTATION / OFFICIAL TIME

Section 1. - Conduct of Representational Business.

- a. Policy. In the furtherance of good labor-management relations, as provided for in the Federal Service Labor Management Relations Statute, it is understood that officially recognized Union representatives have the responsibility of carrying out representational duties: therefore, Union officials will be granted official time for the purpose of conducting representational duties.
- b. Conduct of Activities. Representational activities may be conducted during times that employees are not instructing students, such as lunch, and preparation periods. All representatives recognizing their responsibility as government employees, shall conduct representational business with as much dispatch as possible.

Section 2. - Recognition of Representatives.

- a. Listing of Union Officials. The Union will provide the Chief, Europe LMER and Europe South District Superintendent with a list of Union officials and representatives including designated Local Union Representatives (LURs) as soon as possible; normally no later than the end of the second week of the school year.
- b. There will be no more than one LUR per faculty who shall act as the official spokesperson for the Union in that school. The Union has the right to appoint any person to represent it at any school in the Unit, but first will make an effort to appoint a LUR from the faculty of the school they represent.
- c. Union representatives designated under this Article may designate another person to act on the Union's behalf. Written advance notice of the designation will be provided to the Chief, Europe LMER and the Europe South District Superintendent.
- d. The union may designate its representatives for the District level. Said representatives will be the main point of contact for representational matters for the bargaining unit. Any District Union Representative may designate another person to act on their behalf.

Section 3. - Official Time.

Official Time shall be defined as time granted to a union representative to conduct official representational duties or other activities as provided in 5 U.S.C. 7131.

Section 4. School Level Official Time.

- a. When an elementary school and a high school are on the same base, but the high school does not have twenty-six staff members, the Union may choose to designate one representative for both schools. In such instances, if the representative is from the high

school, the Local Union Representative (LUR) will be authorized one instruction free period of not less than forty minutes per day for representational business.

- b. In unit schools (K-8 through K-12) when the Local Union Representative (LUR) is from the secondary school and is departmentalized, they shall be authorized one instruction free period of not less than 40 minutes per day for representational business. When the LUR is from the elementary school, they will be authorized the days as set forth in subsection d of this section.
- c. In the interest of the education program, in secondary schools with a staff of 26 or more, the LUR will be authorized one instruction-free period of not less than forty (40) minutes per day for representational business. This will be authorized where the LUR is not assigned a self-contained class. In those schools where a duty-free period is authorized, the LUR will not be permitted to draw from the bank. The total number of days in the bank will be decreased by the number of days allotted for any school where the LUR has an instruction-free period for representation business in accordance with the original plan.
- d. In elementary schools with the following number of bargaining unit employees are authorized the days for representational business as follows:

1-25 staff members	5 days per year
26+ staff members	9 days per year
- e. In addition, the Union will be provided a bank of forty-five (45) duty days that may be allocated to other representatives at other schools by the Union. These days may not be allocated in blocks exceeding five (5) consecutive days at any one time. The District Union Representative will notify the Employer a minimum of three (3) days in advance prior to reallocating such time. If additional Official Time is needed, the Union may submit a request for such time in writing to the Chief, Europe LMER. Such requests shall not be unreasonably denied.
- f. The use of official time under this section, if not regularly scheduled, shall be requested, normally two (2) workdays in advance. Requests must utilize the form provided in Appendix B and will be approved by the principal absent compelling circumstances. Prior approval shall not be required for agency-initiated meetings scheduled with less than two (2) workdays' notice. LURs who are authorized one instruction free period per day shall only be required to utilize the form provided in Appendix B to request time other than the regularly scheduled instruction free period.

Section 5. District Level Official Time.

- a. Two (2) District Union Representatives (DURs) shall be granted official time for the purpose of conducting labor management business as set forth below:
 - 1. One DUR, who may be the President, Executive Director, or other unit employee designated by the union: Full-Time official time.

2. One DUR, who may be the Vice-President, European Director, or other unit employee designated by the union: Half-Time official time / Half-Time leave without pay (LWOP).
- b. District Union Representatives are not required to request Official Time in advance or use the request form provided in Appendix B.
- c. District Union Representatives are required to certify/attest to their time and attendance on a biweekly basis.
- d. The two DURs, if unit employees, will receive all the benefits of full-time employment. Service as a DUR in no way cancels, waives, or diminishes any protection, entitlement, or benefit conferred by employment with the Agency.
- e. When official travel is required to meet with Agency officials, DURs will receive government travel orders. Travel expenses will be paid in accordance with the JTR.
- f. At the conclusion of their term of office, DURs will be authorized to return to their school. Normally, the DUR will be returned to the same position they previously held at their school. Upon mutual agreement, the parties may make alternate arrangements.
- g. During their term in office, the official duty location of a District Union Representative (DUR) remains their school of record, as reflected on their Standard Form 50 (SF-50). A DUR may request to work at an alternate location (e.g., their home). Such requests must be submitted in writing to the Chief, Europe LMER and except in extraordinary circumstances (e.g., failure to abide by the terms of this section or lack of appropriate communication and availability) shall not be denied. If the parties cannot reach agreement as to an alternate work location, the matter shall be elevated to the Chief, HQ LMER for resolution.
- h. To meet DoD/DoDEA personnel accountability requirements in emergency situations (e.g., political unrest, natural disasters), a DUR will normally notify their school principal, or designee, three (3) days prior to any anticipated Union-related travel. Such notice is purely informational. This section is not intended by the parties to confer any right to management to deny the DUR the ability to travel while on official time.
- i. DURs shall follow Agency requirements associated with the submission of leave requests, time and attendance, and temporary duty assignment (TDY) travel.

Section 6. Non-Employee Union Representatives.

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

1. Meetings with officials of the Employer;
 2. Contract Negotiations;
 3. Representation of an employee at Union related administrative proceeding (i.e., Arbitration, ULP, etc.); and
 4. Any other activities specifically authorized by the terms and conditions of this Agreement.
- b. The Union shall provide the Employer with written notification, as far in advance as practicable with the visitor's name, purpose of the visit, expected length of visit, expected time of arrival and departure, and other required information.

Section 7. Leave Without Pay.

A Union representative may request leave without pay to engage in Union activities listed in 5 U.S.C. § 7131(b) (e.g., the solicitation of membership, elections of union officials, and collection of dues.) Such requests should be submitted to the Chief, Europe LMER. A response will be provided, in writing, within five (5) workdays and shall not be unreasonably denied.

Section 8. Accounting for Official Time.

Employees and Union representatives are responsible for ensuring the appropriate time codes and amount of official time used is accurately recorded on the official time request form provided in Appendix B using the following codes:

1. BA- Term negotiations
2. BB- Mid-term negotiations
3. BK- Dispute Resolution proceedings before the FLRA during time employee would normally be in duty status.
4. BD- General labor management relations (e.g., employee-initiated grievances, appearing at a witness in any grievance proceeding, preparing for term or mid-term bargaining, formal meetings, or other union representational activities not included in BA, BB or BK).

Section 9. Permissive Travel Orders.

Upon request, the Employer may provide Union Representatives who are employees of DoDEA with appropriate permissive government travel orders for transportation for the purpose of conducting representational duties.

Section 10. New Contract Workshop

A collaborative labor-management workshop will be conducted by the parties virtually on the terms of the successor Collective Bargaining Agreement during the first year of the contract.

Union participants shall include the LUR from each school and the two (2) District Union Representatives. Management participants shall include the Chief, Europe LMER or designee and a participant from DoDEA HQ LMER.

Section 11. Employee Grievance Time.

Employees will be granted a reasonable amount of official time for preparing and meeting on grievances.

ARTICLE 10. – LABOR-MANAGEMENT RELATIONS

Section 1. Local Union Management Meetings (LUMM).

- a. The parties agree that school level matters appropriate for discussion (personnel policies/practices and working conditions) are best resolved on an informal basis. The Principal and Local Union Representative (LUR), or designees, will meet and confer at reasonable times to promote and facilitate an understanding and constructive relationship.
- b. Principals (or their designees) will normally meet and confer with the LUR (or their designees) once each month, provided, however, that not more than seven (7) such meetings be required during any school year. The parties may mutually agree to meet more frequently.
- c. If appropriate, matters not resolved through meetings at the school level will be elevated to the District Level for discussion or negotiation as appropriate in accordance with Section 3 of this Article.

Section 2. District Level Joint Labor Management Committee Meetings (JLMC).

- a. JLMC meetings between the Employer and the Union shall normally occur four times per year.
- b. JLMC meetings will be held in-person, unless otherwise agreed to by the parties, at mutually agreeable times, scheduled prior to the beginning of the school year at the following locations:
 1. The first meeting of the school year shall be held at the location of the District Superintendent's Office (DSO).
 2. The second, third, and fourth meetings of the year shall be held in district school locations rotating in alphabetical order (excluding schools at the location of the

DSO) unless otherwise agreed upon by the parties prior to the beginning of the school year.

3. Upon mutual agreement, the parties may hold one (1) JLMC meeting, other than the first JLMC meeting of the school year, virtually.
- c. Each side will provide the names and titles of all participants. Official time shall be provided for three (3) union representatives to attend JLMC meetings with the District Union Representatives.
- d. The Parties shall exchange proposed agendas, normally 15 days prior to the meeting.
- e. Each party is responsible for keeping its own minutes.
- f. The Agency and the Union agree to recognize the person designated by the other party as its chief spokesperson. The designee is empowered to speak on behalf of their party.

Section 3. Mid-Term Bargaining.

- a. Bargaining shall take place at the level of recognition, pursuant to the certification at Appendix A.
- b. Union representatives shall be entitled to official time in accordance with 5 U.S.C. 7131 (a).
- c. The Employer shall notify the Union, in writing, of proposed changes in conditions of employment including a cover sheet briefly listing and explaining the changes being made. If the Union wishes to negotiate over the proposed changes, it shall notify the Employer and submit proposals, in writing, within thirty (30) calendar days following receipt of the proposed notice. Upon receipt of the Union proposals, negotiations shall be promptly scheduled and held at a time when the union representatives are on official time.
- d. The parties will utilize the technology in use by the Employer to meet virtually. If one or more members of a party's bargaining team experiences technical difficulties, reasonable efforts shall be made to rectify the problem(s). If reasonable efforts are unsuccessful, the party or parties experiencing the technical problem(s) will participate in the session by telephone.
- e. If the parties mutually agree, bargaining may take place in-person at a location mutually agreed upon by the parties. Under such circumstances, the Agency shall issue travel orders and pay travel expenses in accordance with the JTR for up to three (3) union representatives.
- f. Tentatively agreed-upon proposals shall be exchanged via e-mail for signature. If the parties cannot voluntarily reach an agreement, either party may seek the assistance of the Federal Mediation and Conciliation Service (FMCS). If the federal mediator is unsuccessful in

assisting the parties in reaching an agreement, either party may request that the Federal Service Impasses Panel (FSIP) resolve the impasse.

Section 4. TDY Orders.

- a. Unfunded permissive TDY orders will be provided for one JLMC meeting attendee not assigned to the site of the meeting. These orders will cover the travel to and from the meeting and the duration of the meeting. The attendee on permissive orders shall be on release time for travel to and from the meeting and while at the meeting.
- b. Funded TDY orders will be provided for travel to JLMC meetings for the two (2) District Union Representatives or their designee(s). The orders will cover travel to and from one destination for each TDY with one authorized work day for the scheduled meeting.

Section 5. Joint Training.

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

ARTICLE 11 - UNION SPONSORED TRAINING

Section 1. Policy and Procedure.

- a. The Employer has determined that union-sponsored training is mutually beneficial. In this regard, the Union will be granted a bank of fifty-five (55) days of Official Time for Union-sponsored training. A written request for official time for the participants to the Labor Management and Employee Relations (LMER) Chief at least thirty (30) calendar days in advance of the proposed training. Such request must include the names and schools of proposed participants an agenda that identifies the subjects to be addressed in the training to be provided and accounts for all time requested. If thirty (30) days advance notice cannot be given, the Union will discuss the request with the LMER Chief, Europe and the Employer will make reasonable efforts to grant the request.
- b. The days set forth in this section shall not be allocated in blocks exceeding three (3) days per person.
- c. Such training shall not be scheduled during the first two (2) weeks of the school year; the last two (2) weeks of the school year; nor during the weeks ending grading periods. No more than three (3) bargaining unit employees per school may attend any training session at one time.

Employees may be authorized up to one (1) day of travel to attend Union-sponsored training; however, this time is subject to the limitations of Sections 1.a and 1.b above.

- d. Not later than thirty (30) calendar days from the end of the training, the Union shall certify attendance at the training in writing to the LMER Chief, Europe.
- e. When union-sponsored training is conducted in conjunction with Joint Training, travel shall be paid by the Agency. Any additional hotel expense for the union-sponsored training and/or per diem for participants will be paid by the union.

Section 2. Permissive Travel Orders

Upon request, the employer may provide union representatives who are employees with appropriate permissive government travel orders.

INITIALS:

DODEA: _____

OFT: _____

DATE: October 18, 2022

ARTICLE 12
USE OF OFFICIAL FACILITIES

Section 1. Distribution Boxes.

- a. Within each school, the Employer will provide the Union with a distribution box similar to and in the same location as employee distribution boxes. This box will be for Union use.
- b. The Union shall be allowed to distribute literature to employees' school distribution (mail) boxes during official time or in a non-duty status.

Section 2. Bulletin Boards.

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

Section 3. Use of School Facilities

When use of school facilities not specifically mentioned in this Agreement are requested, use will normally be provided when the following conditions are met:

- a. The use of facilities will be consistent with Federal Service Labor-Management Statute.
- b. No additional identifiable costs to the Employer will be incurred.
- c. The use of such facilities, will not interfere with the educational process and/or school functions
- d. The use of such facilities will not violate host nation law, the Status of Forces Agreement (SOFA), local military command policies and/or regulations.

The union will be responsible to follow the established procedures for use of the facility. If the union official in charge has the means to secure the facility and a security problem results, use of the facility may be curtailed.

Section 4. Communications Media.

- a. Telephones. The LUR and full-time Regional Union Representatives shall have private, uninterrupted access to long distance telephone service for representational purposes during business hours, at any DoDEA facility, when necessary.

- b. Facsimile Machines (FAX)/Scanner. The LUR may use the FAX/Scanner to send material dealing with representational matters; and the Regional Union Representatives will be authorized use of such equipment at any DoDEA facility, - to conduct representational business.
- c. Union Representatives will be authorized to use government e-mail to communicate within the parameters allowed for federal employees.
- d. The communications media may be used only for representational purposes.

Section 5. Faculty Meetings.

- a. After the formal close of any faculty meeting, management may announce that the Union will be granted time to meet for representational purposes. The Agency's representative shall not be present unless requested by the Union.
- b. Any written agenda of the faculty meeting may include a statement that the Union will be granted time after the close of the meeting.

Section 6. School Equipment.

- a. Computers.
 - 1. Union representatives shall be permitted to use their DoDEA-issued computer equipment to perform representational duties in a manner consistent with the Federal Service Labor-Management Relations Statute.
 - 2. The Employer will ensure that all bargaining unit members have computers that are operational, updated, connected to the internet (Wifi/LAN), and can access the servers upon return to school throughout the school year and especially following the summer and winter recess.
 - 3. The Agency will ensure access to technology support as needed.
- b. The Union is authorized reasonable use of equipment such as, but not limited to photocopiers, interactive whiteboards, laminators, and shredders.

Section 7. School Readiness.

Prior to the return of staff to the building after summer recess, the Employer will make good faith efforts that all facilities and educational programming and infrastructure are ready for students to learn and for educators to conduct their professional responsibilities. Such efforts include but are not limited to the following:

- a. Educational materials. All new and/or consumable curricular materials are placed in classrooms;
- b. Schedules. The Employer will engage in discussions about the school schedule and share drafts with the union.
- c. Internet. The internet service provided for use at every school facility will be to a standard that allows for teaching and usage demands.
- d. Reimaging Computers shall be completed. Teacher accounts will be accessible for all online curricular resources.
- e. Cleaning. The building will be thoroughly cleaned and fully stocked.

When school readiness issues arise for reasons beyond the control of the Agency, the employer, working in consultation with union representatives, commits to make reasonable efforts to mitigate any negative effects.

DoDEA: DLG

OFT: RAH

Date: 9/22/2021

ARTICLE 13 - INFORMATION TO THE UNION

Section 1. Request for Information.

Normally:

- a. Oral requests for appropriate information from the Employer shall be responded to with oral replies;
- b. Local Union Representatives will request information from principals; and
- c. the Executive Director, European Director or their designee will request information from the Europe LMER Chief.

Section 2. List of Employees.

- a. At the start of each school semester, the Employer agrees to provide the Union a sortable spreadsheet containing the following information concerning employees in the bargaining unit:
 - (1) Name
 - (2) School
 - (3) Service computation date
 - (4) Classification and grade
 - (5) Not-to-Exceed date
- b. The Principal shall provide the Local Union Representative (LUR) a list of unit members in the school and shall provide updates to the LUR when the list changes.

Section 3. Other Information.

- a. Normally in January/February, the union will be provided a copy of the manpower voucher (staffing authorization document) for each school in the Europe South District that will be in effect at the beginning of the next school year. Others will be provided upon request.
- b. Within twenty (20) workdays of the beginning of each school year, the Agency will provide to the union a copy of each of the following:
 - 1) the DoDEA Human Resources phone directory;
 - 2) a list of Instructional Support Specialists (ISS) Assignments by school;
 - 3) the Europe South District phone roster, to include the Naples Community Superintendent Office phone roster and a district school roster;
 - 4) an Emergency Contact Roster; and

- 5) a copy of the Europe South District budget for the current fiscal year.

The Agency shall provide updated versions of the above documents upon request.

- c. At the start of every school year, every principal shall provide the LUR with a school telephone roster.

INITIALS:

DODEA: _____

OFT: _____

DATE: _____

ARTICLE 14 - STUDENT MATTERS

Section 1. Assignment of Students.

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

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

Section 2. Student Discipline.

- a. Standard for Student Discipline.

The Agency and the union agree that the maintenance of appropriate standards of student discipline promotes an optimum learning environment.

- b. Cooperative Discipline.

1. The Agency and the union agree to work as a team to support the disciplinary policies and procedures established within the Europe South District. The union shall be given the opportunity to provide input related to changes in student disciplinary policies for Districtwide and/or local school application.
2. The Agency shall provide support and assistance to unit employees in their efforts to maintain discipline. When there are instances of persistent and/or severe misbehavior, the Agency, if it deems it appropriate, will bring together family, community, school officials (including teachers), and any other appropriate individuals, including the sponsor's unit commanding officer, in an effort to facilitate improvement in the student's behavior. The Parties recognize that the final decision and responsibility concerning student discipline is retained by the Agency.

- c. Student Discipline Policy

Each bargaining unit member is responsible for carrying out the Agency's student discipline policy (including DoDEA AI 1347.01) and shall be provided copies of the Agency's policies, guidelines, and regulations concerning pupil behavior and discipline, and, on an annual basis, will be provided information and guidance on school discipline procedures.

- d. Unit Employee Responsibility.

In the event a student or other person commits a violation of law, intimidates a student(s) or a school employee or otherwise infringes upon their rights, or damages school or Federal government property or the personal property of students or employees, the individual observing such actions shall make an immediate report, both oral and written, to their immediate supervisor so that the supervisor can take appropriate action to resolve the case. At the request of the bargaining unit member who reports a violation as described above, the supervisor will provide the employee with information on the status of the case to the maximum extent possible according to the supervisor's professional judgment, and in accordance with the Privacy Act and other applicable laws, rules or regulations.

e. Unit Employee Rights.

1. Consistent with the provisions of the Agency's Student Discipline Policy, each employee will develop rules of student behavior for their students in order to maintain control of the academic environment of their classroom.
2. A unit employee is free to use their judgment to call for the school principal, or designee, to take charge of any student who seriously disrupts the learning situation and/or threatens harm to himself, other students, or unit employees.
3. In the case of a student who has been removed from the classroom, a unit employee will have the right to request a meeting with the school Principal to present any matter the unit member deems appropriate.
4. A unit employee may also request a conference as described in section 14(b)(2) above in an attempt to improve student behavior. If, after a reasonable time, the student's behavior has not improved, the unit employee may request in writing to their supervisor to take further action to resolve the situation.
5. In the event that a unit member is subjected to bodily harm, threats to their person or personal property or suffers damage to personal property, the unit member may report that to higher district authority.

Section 3. Child Abuse.

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

- a. The Parties acknowledge, that pursuant to the requirements of the "Victims of Child Abuse Act of 1990," 42 U.S.C. 13031, the installation Family Advocacy Program (FAP) is the focal point for reporting and referring all allegations or suspicions of child abuse or neglect. It is DoDEA policy that all DoDEA personnel will participate in the identification of child abuse and the protection of children by promptly reporting all suspected or alleged child abuse to the local FAP office, the designated local host nation child welfare services (CWS) agency or

equivalent per military installation rules and to the employee's immediate supervisor or designee and will cooperate throughout the FAP process. Thus, a bargaining unit employee who learns of facts that give reason to suspect that a student has suffered an incident of child abuse or neglect, either within or outside of school, shall as soon as possible (but in all cases not later than 24 hours) report the matter to the FAP officials, to the CWS and to the employee's immediate supervisor or designee and will also coordinate with their principal or immediate supervisor to submit the DoDEA Child Abuse Report (CAR) within twenty-four (24) hours. The obligation to make such a report is an official, professional responsibility of each unit employee.

- b. The Agency will inform FAP, or its equivalent, of the rights of educators to have representatives present when being interviewed, questioned or investigated or during any phase of the process if the employee reasonably believes that the examination may result in disciplinary action against the employee.
- c. Where an allegation of child abuse is unsubstantiated, the employee has the right to a letter documenting the disposition of the allegation of abuse if requested by the employee.
- d. An employee who is to be questioned in connection with an allegation of child abuse shall have the right to representation as set forth in Article 35 of this Agreement.
- e. When an employee has been accused of institutional child abuse or neglect, the Parties acknowledge that the Agency retains discretion to determine what measures should be taken to protect both the alleged child abuse victim or victims, as well as the rights of the accused, including, but not limited to: reassigning the educator, indefinite suspension or placing the accused educator on administrative leave, and/or removing the child from the accused educator's class.
- f. To aid in the process of reporting suspected child abuse, the Agency will annually post the FAP officer's name and telephone number at each school.
- g. Unless the FAP, DoDEA, DoDDS, District, or appropriate law enforcement agency, determines that notification of an allegation(s) made against the employee would compromise its investigation or the safety or welfare of the child/children, the employee has the right to be notified of the allegation(s) made against them normally within thirty (30) days of the initial report of the allegation.
- h. When interviewed by non-Agency officials, the employee has the right to request to have the interviews conducted away from the school site. This request shall be granted unless the interviewer determines that presence at the school site is a material aspect of the interview. In such cases, the interview will be conducted as unobtrusively as possible at a private location within the school.
- i. When a unit member's name is included in any adverse report generated or received by DoDEA, the report will be treated by the agency as confidential and shared only with those who have a need to know. The employee will be informed of any record or registry that is to

be maintained on any child abuse allegation made against the educator, to the extent the Agency is aware of such record or registry. If the employee's name was submitted to any registry, agency and / or central computer banks, the Agency will notify such agency and / or central bank(s) if the allegation against the employee was not substantiated.

- j. All new employees will be provided information about child abuse identification, prevention, and reporting responsibilities.
- k. Employees against whom an allegation of child abuse is made may be eligible for counseling through the Employee Assistance Program (EAP)
- l. Any discipline of an employee for child abuse will be taken in accordance with procedures set forth in Article 30.
- m. Management will make reasonable efforts to return employees detailed from their normal teaching assignments because of an allegation of child abuse to their normal assignment as soon as possible.
- n. DoDEA agrees to take appropriate action to protect its workforce from unfounded, false, misleading, and/or unwarranted charges of child abuse.
- o. An educator's use of reasonable methods to restrain a student while engaged in any professional activity is appropriate to prevent the student from harming themselves, or others. Appropriate use of physical restraint under these circumstances does not meet the definition of child abuse.

Section 4. Pupils Grades.

- a. All unit employees must utilize the grading system established by the Employer for reporting and entry of grades, consistent with DoDEA Regulation 1377.01 (Student Progress Reports), dated September 4, 2018. If the Employer modifies or issues a successor Regulation or Instruction regarding DoDEA Regulation 1377.01, the Employer shall provide notice to, and bargain with, the Union in accordance with Chapter 71 of Title 5 United States Code.
- b. Consistent with the use of the employer's grading system, bargaining unit employees shall have the ability to establish and implement a grading practice that reflects the progress of each student (e.g., weighting of assignments, late work policy, extra credit opportunities, etc.).
- c. Student grades may be requested for review and approval by the Employer before reports are distributed to students or parents.
- d. If the Employer takes action to change a student's grade without the consent of the affected unit employee or directs the unit employee to change a grade, a written

statement from the Employer shall be provided to the unit employee, stating that the change in grade and/or the passing or failing of the student was done by the Employer.

INITIALS:

DODEA: _____

OFT: _____

DATE: September 28, 2022

ARTICLE 15 - STAFFING

Section 1. General Staffing Procedures.

- A. The Employer will determine whether a vacancy exists; whether to fill the vacancy or abolish or restructure the vacancy and may fill vacancies from any appropriate source. The Employer retains sole discretion consistent with law and government wide regulation to determine how a vacancy will be filled or who should be assigned to a position based upon the needs of the Employer.
- B. 1. When school vacancies exist for first semester vacancies or second semester vacancies that will continue for the subsequent School Year (e.g., retirement, resignation, PCS, etc.) and the Employer has determined to fill the vacancies through a referral list or reassignment, the Employer may consider filling such vacancies with qualified unit employees first from within the school and/or school complex where the vacancies exist. Consideration of qualified unit employees does not bar the employer from requesting a referral list simultaneously.
2. Vacancy notices are not required to be sent to employees at the school / complex / commuting area when:
- management has determined to fill a position by methods outside the referral list or reassignment (e.g., Reduction-in-Force, Management Directed Reassignment, assignments made due to other hiring authorities or placement processes such as Reasonable Accommodations, Settlement Agreements, Voluntary Personnel Reassignments related to significant personal need or hardship of the employee or the employee's family member);
 - Vacancies resulting from master scheduling in B.5; and
 - Vacancies that occur during the second semester that are filled on a temporary basis i.e., NTE until the end of the current school year.
3. For vacancies intended to be filled through a referral list or reassignment during the school year and/or over recess periods an announcement will be sent via official e-mail to bargaining unit employees within the school or complex / commuting area so that existing staff have the opportunity to apply for the vacancy.
4. Unit employees who wish to be considered for vacancies must reply by email to the announcement to the appropriate principal/designee by the deadline given. The appropriate principal/designee is the principal/designee in the school where the employee desires consideration. Unit employees must meet the qualification standards published by DoDEA for the pertinent school year for the positions for which they request consideration.

5. **Master Scheduling.**

- a. The Employer will notify employees by email of any positions new to the school based on the staffing authorization for the subsequent SY. At the same time the Employer will solicit the employees' School Year Intent form attached as Appendix C. Employees will normally have at least seven (7) calendar days to submit their Intent Form.
 - b. The Employer will consider employee request(s) on the Intent Form when creating their master schedule for the subsequent school year. Upon request, the Employer will provide the Union a copy of the employees' intent forms.
 - c. Vacancies remaining after creating the master schedule shall be submitted to the District Excessing process.
- C. The Employer shall make an effort to notify unit employees who plan to return to the same school the subsequent school year of their tentative teaching assignment and number of classes at least 2 weeks prior to the end of the school year. However, the Employer reserves the right to make changes in such assignments. Such changes could be due to, but not be limited to, unexpected changes in curriculum, mission, staffing, and recruitment actions. Any and all changes that occur will be communicated to the unit employee and the LUR as soon as possible.
- D. World-Wide Transfers. If the Agency creates a program that provides for transfer of employees between the Europe South District and other DoDEA school districts, it shall provide the union notice and an opportunity to bargain pursuant to Ch. 71 of Title 5 of the United States Code.
- E. The Employer will notify the Union of planned school closures. The notification will include the name of the school and staff members affected.

Section 2. Involuntary Reassignment(s).

- A. The Employer retains full discretion consistent with the terms of this Article to determine how a vacancy will be filled or who should be assigned to a position based upon the needs of the Employer and may, at its discretion, direct the reassignment of an employee. The reassignment may be from one grade/course to another or from one location to another. Involuntary reassignments will not be made in an arbitrary manner.
- B. Whenever employees are selected for involuntary reassignment, they will be provided as much advance notice as circumstances warrant. The written notice for involuntary reassignment will contain the following at a minimum:
 1. Reason(s) for the reassignment;
 2. Why the unit employee was selected;

3. An opportunity for the individual to provide a statement as to why they should not be reassigned. The statement should include any extenuating circumstances of a personal nature, which they feel, should be taken into consideration; and
4. That the employee has not less than three (3) duty days in which to respond.

Section 3. Excessing Process.

The Employer may excess employees when there is a need to reduce the size of a staff at a particular school when the number of employees in a position is higher than the number of positions authorized by the Employer. Some examples that may trigger the excessing process include: a drop in enrollment at a particular school, a reduction in the Employer's budget, loss of command sponsorship in accordance with Article 17, section 7, school realignments or closure, etc.

The Employer shall determine which employees shall be excessed at each school. The Employer will follow the procedures listed below when making decisions regarding employee excessing and the assignments of excess employees.

A. General Excessing Procedures:

1. Excessed employees should be placed in permanent positions in Europe South District schools. Employee placements may not result in a promotion, unless the employee formally held the higher level position.
2. Information related to the procedure for requesting a waiver of the transportation agreement will be included in the employee assignment letters.
3. Excessed Spouse(s):
 - a. If both spouses in the same school or complex are declared excess:
 1. Both spouses may request joint consideration.
 2. If both spouses request joint consideration, they will be ranked by the service computation date (SCD) of the spouse with the highest (most senior) SCD.
 3. Efforts will be made to place excess spouses who request joint consideration within the same geographic location based on teaching categories.
 - b. If one spouse in the same school or complex is declared excess:
 1. The non-excess spouse may not be considered for placement under this process.
 2. The non-excess spouse may be granted leave without pay for up to one (1) school year to accompany an excess spouse to the new location.

3. The excess spouse is encouraged to consider locations that would provide the best opportunity for a possible opening for the spouse.
4. Prior to the start of the excessing process, the Employer may solicit applications for Voluntary Early Retirement Authority (VERA) and/or Voluntary Separation Incentive Payments (VSIP). The Employer may consider offering VERA and/or VSIP first to unit employees who remain excess after the school level process.

After the District process is completed, if excess employees remain, the Employer may offer VERA and/or VSIP to employees that have already applied. Offers will be made in the following order based upon the geographic location of the excess employee:

- a. School/Complex/Commuting area
- b. District

B. School Level Process.

1. The authorized manpower staffing document will be used to determine the appropriate positions to be excessed.
2. Upon request, the Employer will provide a copy of the school's authorized manpower staffing document to the Union President or Designee.
3. Excessing shall be done using employee assigned positions by inverse (lowest) (least senior) Service Computation Date (SCD) and Appendix D (School Level Excessing Guidance Flow Chart).
4. If there are insufficient vacancies to place all employees identified as excess, the Employer will use positions occupied by any NTE employee for which the excess employee possesses the qualifications. If there is more than one NTE in a position that the excessed employee qualifies for, then the most recently hired NTE employee (least senior) is used (refer to Appendix D - School Level Excessing Flow Chart).
5. If there are insufficient positions occupied by NTE's to place all employees identified as excess, the Employer will ask for volunteers within the entire school. In order for the volunteer to be excessed, the excessed employee must be qualified to backfill the volunteer's position; otherwise, the volunteer is not eligible. If more than one (1) employee volunteers, the oldest SCD (most senior) will be excessed.
6. Upon request, the Employer will provide the school's LUR with a list of excess employees and the reasons for their designations as excess.

7. The Employer will notify each excessed employee in writing that they have been designated as excess to their school and their available options.
8. When a school closes or is restructured and students are moved to another school in the same commuting area, the school that is gaining students completes their school level master scheduling process, then excessed employees from the losing school will be placed in remaining vacancies in the gaining school, if qualified.
9. Excess employees not placed in the school level process will be moved to District Placement. The Employer will provide the excessed employee with Appendix E (Reassignment Questionnaire) that will provide the employee an opportunity to submit a prioritized list of their desired teaching categories and geographical preferences within the Europe South District. Preferences may be listed in any or all of the following ways: Country or individual school (e.g., Italy or Aviano High School).

C. District Level Process.

1. Excess employees will be ranked by seniority based on SCD and placed in positions using the placement order specified in Section B above.
2. Placement of employees will be made in the following geographical order:
 - a. Current Installation (school complex) / commuting area
 - b. District-wide
3. The following identifies the order to be used in the placement of excess employees in vacancies or NTE positions for the District:
 - a. Vacancy in order of prioritized teaching categories and geographical preference.
 - b. Vacancy in order of prioritized teaching categories.
 - c. NTE position in order of prioritized teaching categories and geographical preference.
 - d. NTE position in order of prioritized teaching categories.
4. When an employee has been assigned to a position outside their school and a position becomes vacant within their school for which the employee is qualified, the employee will be assigned the vacant position in their school, these assignments will be made up to April 30th.
5. The Union will be notified of and given an opportunity to participate in the District excessing process. The union will be provided a list of all Europe South vacancies and positions occupied by NTE employees continuing the next school year.

D. Request for Reconsideration:

1. Employees may request reconsideration if they are placed in a vacancy and teaching category for which they have never taught or did not request on their Reassignment Questionnaire (Appendix E).
2. Employees assigned to vacancies resulting from an Employer approved VERA or VSIP are not eligible for reconsideration.
3. Request for reconsideration must be submitted to the designated Human Resources office within seven (7) calendar days of being assigned a vacancy.
4. Reconsideration request will be considered for twenty-one (21) calendar days from date request was submitted by the employee.
5. Reconsideration determinations are at the sole discretion of the Employer.

E. NTEs.

After the reconsideration period for permanent employees, NTE employees impacted by excessing will be considered for placement for remaining vacancies within their complex / commuting area prior to the vacancies being filled by new local/CONUS applicants. Placement will be considered by oldest (most senior) SCD until the end of the school year.

Section 4. Temporary Promotions.

- A. When an employee in a lower-graded position is directed by a manager to perform the majority of duties of an already classified higher-graded position (including all the grade controlling duties of that position) for more than 30 calendar days, on the 31st day, the employee will be temporarily promoted to the higher-graded position in accordance with current laws, rules and regulations, if the employee meets the minimum qualification requirements of the higher-graded position.
- B. Temporary promotions will not apply if it is to give the employee experience as part of an employee development or succession plan, or for similar reasons.
- C. Temporary promotions to higher-graded positions or positions with promotion potential may not exceed 120 calendar days unless competitive procedures are utilized.

Section 5. New Positions.

Whenever new positions are established within the Bargaining Unit (e.g.: Instructional (Peer) Coach, The Study of Teaching (TST) Trainers, Computer Coordinators), the Union will be informed of:

- a. the establishment of the position;

- b. the position description;
- c. the qualifications for the position;
- d. the responsibilities of the position; and
- e. the selection procedures to include the ranking factors.

Section 6. Voluntary Personnel Reassignment Program.

Employees may request voluntary personnel reassignment if they can demonstrate a significant personal need or hardship of the employee or the employee's family member that only can be relieved by a reassignment, such request shall be in accordance with DODEA AI 1404.01 dated 12 August 2020.

INITIALS:

DODEA: _____

OFT: _____

DATE: May 19, 2022

ARTICLE 16 - TEMPORARY - NOT TO EXCEED (NTE)

Full and Part Time Appointments

Section 1. Conversion Policy.

- a. A fully qualified locally hired educator appointed in an overseas area to a part-time or full-time continuing position will be placed on a two year term appointment or a term appointment not-to-exceed the end of the school year during which their sponsor's Date Estimated Return from Overseas (DEROS) occurs. The school year term and NTE appointments will normally expire on July 31 of each year. If reappointed or converted to a continuing position the employee who has completed eight months or more of service as a professional educator in DoDEA will be given a permanent appointment (Excepted or Excepted-Conditional), provided they have completed the PRAXIS requirements or possess a valid state teaching license and are willing to sign a mobility agreement. During a continuous term appointment, educators may be moved to different teaching assignments in the same school or within the same commuting area.
- b. A fully qualified employee appointed in the United States or one who has previously served at least eight (8) calendar months in a part or full-time position with the DoD Overseas Dependents Schools System will, upon appointment to a continuing part or full-time position, be given an Excepted Appointment Conditional, unless eligible for an Excepted Appointment without condition.
- c. A fully qualified educator appointed in an overseas area who previously served on temporary appointments of one year or less or on term appointments who had completed the eight months service as professional educators in DoDDS and are reappointed to true temporary appointments will not be converted to permanent appointments. The educator will be appointed or converted to appointments not-to-exceed the time required for the position.
- d. A fully qualified educator appointed in an overseas area to a part or full-time during the second semester will be given not-to-exceed appointments to the end of the school year in which appointed. If reappointed or converted the employees will be given two year term appointments or appointments not-to-exceed the end of the school year (July 31) during which their sponsor's DEROS occurs.
- e. A fully qualified educator appointed to positions at a school known to be closing will normally be given a two-year term appointment not-to-exceed July 31 and is not eligible for conversion to permanent appointments at the closing school. If the school closes at the end of the first year of employment, that term appointment may be terminated early. This does not preclude the early termination of term appointments for other reasons including, but not limited to, situations where a term appointment is terminated to place an excess permanent employee.

Section 2.

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

Section 3.

Time spent working in non-bargaining unit positions, i.e., substitute, clerical, etc. do not count towards time for NTE conversion.

INITIALS:

DoDEA: _____

OFT: _____

DATE: January 14, 2022

Tentative Agreement for Articles and Sections of Articles Below

ARTICLE 17 - COMPENSATION & BENEFITS

Section 1. Teacher Salary.

- a. In accordance with Statute (PL 86- 91 as amended by PL 89-391) the basis of teacher salary will be fixed at rates equal to the average of the range of basic compensation for similar positions of a comparable level of duties and responsibilities in urban school jurisdictions in the United States of 100,000 or more population.
- b. Upon receipt of salary schedules, the Employer will furnish the Union a copy.
- c. Employees shall be given the option of receiving their yearly salary on the basis of 21 pay periods (over ten months) or 26 pay periods (over twelve months). Once an employee gives notice that they will separate (e.g., retirement, resignation or reassignment), their pay will automatically be converted to 21 pay periods for time they remain employed with the Agency.
- d. The school year for unit employees is 190 working days. Should the number of working days be modified for overseas educators employed under Title 20, the Employer agrees to adopt the modified number of working days for the OFT bargaining unit. Any change would be implemented on the same date it is implemented in any other unit.
- e. The biweekly base pay for unit employees will be the appropriate school year salary divided by the number of pay periods in the school year. The daily rate will be calculated as 1/190th of the school year salary unless modified consistent with 1.d above.
- f. If the Employer extends the school year beyond the agreed upon number of working days, as established in 1.d above, for any unit employee, including early return/late departure, the employee(s) will be compensated at their daily half-day or whole day rate, as appropriate.

Section 2. Pay Lane Adjustments.

- a. Pay lane adjustments based upon completion of “degree plus hours” (e.g., BA+15) from an accredited institution, means graduate semester hours completed after the award of the most recent academic degree.
- b. 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 (1) calendar year following completion of the required graduate credit hours. 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.

Section 3. Housing Allowances and Differentials.

- a. Authorization and payment of overseas allowances and differential is governed by the provisions of the Department of State Standardized Regulations (DSSR)(Government Civilians/Foreign Areas) and, unless otherwise modified by this Agreement, Department of Defense Instruction 1400.25, Volume 1250, dated February 23, 2012.
- b. 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. The employer encourages employees to utilize the local housing office to coordinate government and/or economy housing unless there is no housing office servicing an employee's duty station.
- c. If employees elect not to use the local base housing office the following provisions shall apply:
 1. If an individual who selects a property within a housing office jurisdiction chooses to bypass the housing office and work directly with a landlord on an off-base property that has not been inspected and approved by the housing office, the individual loses their entitlement to the Furnishings Management Office (FMO) and will not be eligible for the no-cost loan of furniture and appliances for off-base housing.
 2. When employees bypass the housing office in executing their lease agreement, the housing office will not provide assistance with tenant-landlord issues.
- d. The Employer shall make every effort to ensure that adequate housing, commissary, exchange, laundry, and other essential facilities and services are available for unit employees if otherwise eligible.

Section 4. Personally Owned Quarters.

- a. Employees who own or are purchasing personally owned quarters (POQ), in which Living Quarters Allowance (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.
- 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.

- 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.
- 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 three (3) year grace period of the rental portion of LQA from the implementation date set forth in Article 36 § 1b Agreement. At the end of the three (3) year grace period these employees will only be entitled to the utilities portion of LQA.
- e. The Agency will provide timely and accurate information, consistent with this Article, regarding LQA and POQ.

Section 5. Temporary Quarters Subsistence Allowance (TQSA) and Living Quarters Allowance (LQA) for Newly Arrived Employees.

- a. Employees will be authorized the Temporary Quarters Subsistence Allowance (TQSA) permitted by the government in regard to both time and money consistent with applicable regulations.
- b. When the LQA of a newly arrived employee(s) does not sufficiently cover expenses for housing and utilities, the employee(s) may request the servicing Civilian Personnel Office to file a report with the Department of State Allowances staff.

Section 6. Locally Hired LQA Waiver Request.

- a. Per DSSR and DoDI 1400.25, volume 1250, dated February 23, 2012, locally hired employees may receive LQA under certain other conditions. Examples of such conditions may include:
 - 1. The death of the sponsoring spouse.;
 - 2. The sponsoring spouse becomes physically or mentally incapable of continued employment with the Government.;
 - 3. divorce, or legal separation, (LQA shall be stopped should the couple remarry, or reconciliation occur).;
 - 4. the permanent departure from the post or from the area by the sponsoring spouse, (LQA shall be stopped should the sponsoring spouse return to his or her post or commuting area whether or not the sponsoring spouse retains their eligibility for a quarters allowance).; and

5. the inability to maintain a common dwelling because of the relocation of the spouse's workplace.

An employee seeking a waiver for situations such as the examples listed must have entered the country in which the foreign post is located as the spouse of a sponsor who was eligible for either military or civilian quarters allowance.

- b. Management has determined it will grant a waiver of LQA to a spouse if the sponsoring spouse retires. Such a waiver will be limited to a dependent spouse who will be eligible for immediate retirement within seven (7) years or less from the date the waiver becomes effective. Further, the dependent spouse will be eligible for separation travel and transportation of household goods to home of record or alternate destination. This eligibility for final shipment of household goods or final travel back to the United States is conditional upon receipt of verification that the retired spouse has not used the eligibility for any travel and/or transportation of household goods. Employees must submit a request to stop LQA payment upon the date the dependent spouse becomes eligible for immediate retirement.

Section 7. Loss of Command Sponsorship in Italy and Spain for Permanent Local Hires.

- a. Permanent educators, who lose command sponsorship because of Status of Forces Agreement (SOFA) requirements will be treated as excess employees in accordance with Article 15.
- b. Permanent educators shall notify their supervisor, LUR and the Europe South District Superintendent to be included in the District excess process prior to the loss of sponsorship. The following four examples are provided for illustration purposes only:
 1. If an educator loses command sponsorship in September of 2023, the educator is required to notify their supervisor and Europe South District Superintendent of this future change by November of 2022 in order to be eligible to be placed in the District Excess Program for SY 2023/24 placement.
 2. If an educator loses command sponsorship in March of 2024, the educator is required to notify their supervisor and Europe South District Superintendent of this future change by November of 2022 in order to be eligible to be placed in the District Excess Program for SY 2023/24 placement.
 3. If an educator loses command sponsorship in August of 2024, the educator is required to notify their supervisor and Europe South District Superintendent of this future change by November of 2023 in order to be eligible to be placed in the District Excess Program for SY 2024/25 placement.
 4. If an educator loses command sponsorship in December of 2024, the educator is required to notify their supervisor and Europe South District Superintendent of this future change

by November of 2023 in order to be eligible to be placed in the District Excess Program for SY 2024/25 placement.

- c. Permanent educators' failure to timely notify their supervisors of their loss of command sponsorship and to apply for placement through the Excess Process will release DoDEA of any responsibility to provide permanent educators continued employment.
- d. DoDEA will review, on a case-by-case basis, unusual circumstances beyond the permanent educator's control that prevents the educator from providing appropriate timely notice.
- e. DoDEA will notify new hires and converted permanent educators assigned to Italy and Spain that educators are required to timely notify management of the expected loss of their command sponsorship so that they can be included in the Excess Process and the consequences for educators' failure to do so.

Section 8. Travel and Transportation.

- a. Eligibility for transportation benefits shall be determined in accordance with the Joint Travel Regulations (JTR) and DSSR, as applicable.
- b. Unit employees on orders for Renewal Agreement Travel (RAT) shall make their own travel arrangements through the Agency's Travel Management Company (TMC) service, in accordance with regulations. Indirect or circuitous routing, as well as payment or reimbursement for such travel, is governed by the Joint Travel Regulations (JTR).
- c. In accordance with DoD regulations, the Employer may provide Government transportation and/or per diem 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 in a duty status.
- d. 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. RAT eligibility does not occur until the 175th day of pay status of the given RAT eligible school year. The 175-day period starts when the employee reports to the OCONUS duty location. The employer shall inform the union by January 1st of every year, of the date of the 175th duty day for each location for that school year. Duty days served at a DoDEA alternate work location (approved in writing, in advance) shall be included as days worked for purposes of calculating eligibility for RAT.
- e. Shipment and Storage of Goods.
Employees will be authorized the storage and shipment of household goods in conjunction with assignments, reassignments and permanent change of station moves in accordance with appropriate regulations.
- f. Educational Travel.

In accordance with DSSR, unit employees shall be entitled to round-trip transportation once a year at government expense for each dependent under 23 years of age to and from a school CONUS or OCONUS offering a full-time course of secondary or post-secondary education. Post-secondary education is a full-time program at an accredited (1) university or college, including 2-year junior or community college, which offers academic courses leading to a degree, or (2) nursing, performing arts, technical, or vocational institution, leading to a degree, certification, or license.

g. **Separate Maintenance Allowance.**

In accordance with DSSR, employees may be entitled to a separate maintenance allowance (SMA). This is an allowance to assist an employee to meet the additional expenses of maintaining members of family elsewhere than at the employee's foreign post of assignment.

Section 9. Tour of Duty.

- a. The tour of duty (meaning the length of time a teacher must serve overseas before entitlement to round trip transportation to the United States and shipment of household goods in accordance with JTR) for members of the unit who have transportation agreements shall be either one (1) year or two (2) years.
- b. **Specific Tour of Duty Length for Bargaining Unit Postings**
 1. Europe South postings with two (2) year tours of duty are: Aviano; Livorno; Morón; Naples; Rota; and Vicenza.
 2. Europe South postings with one (1) year tours of duty are: Ankara; Bahrain; and Sigonella.

Section 10. Debt Collection Procedures.

- a. All debts owed to DoDEA shall be collected and appealed consistent with current debt collection laws and regulations and the provisions of this Agreement.
- b. In the event the Agency determines that an employee has a debt, the Employer or servicing finance office will provide the employee with written notice, providing an explanation of the amount and reason for the indebtedness, and the employee's due process rights or location online where such due process rights may be located. This notice may be by letter or electronic mail message and include an accounting sufficient to explain and justify the claimed debt. The notification will include the employee's rights under applicable federal statutes.
- c. The unit employee may exercise whatever right to review a decision of the hearing officer under law. If the Employer violates the Debt Collection Act or any other applicable federal statute or regulation, or the provisions of this Article, and continues to contest the debt (whether they have utilized the administrative review procedures of the Debt Collections Act or not) a grievance may be filed by the unit employee under the provision of the negotiated

grievance procedure. It is understood that this Article applies only to debts owed by unit employees within the Department of Defense and does not apply to debts owed to other Federal agencies.

Section 11. Danger Pay.

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

Section 12. Premium Pay.

An employee whose regular work schedule requires them to work on Sundays or federal holidays, shall be paid premium pay.

Section 13. Proper and Timely Pay.

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

- a. Unit employees will have access to the Global Service Desk where they can submit pay inquiries and from which they can receive responses. Normally, pay inquiries will be responded to within five (5) duty days.
- b. 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 special payment be issued as soon as possible.
- c. LQA Reconciliations.
A worksheet and letter of explanation will be provided to each unit employee upon completion of the LQA reconciliation from the DoDEA personnel representatives or servicing Personnel Center. Normally, completion of this task will occur no later than two pay periods after the Employer is in receipt of a completed package that includes all receipts (lease agreements must be translated to English). Unit employees will exercise due diligence to obtain actual billing statements. Only in instances when actual utility bills are not available, the unit employee may submit a signed statement attesting that the utility charges are consistent with actual usage. The statement shall be submitted with supporting documentation (e.g., bank statements, partial bills) and such statement shall normally be accepted by the employer or its agent.
- d. Retroactive pay raise reconciliation.
A worksheet of explanation of each employee's annual retroactive pay raise will be provided to each employee. These worksheets will normally be provided to employees within two (2) pay periods after the employee pay adjustments are processed.
- e. Extra Duty Compensation.

Employees normally will receive EDC payments within two (2) pay-periods after submission of an accurately completed timesheet reflecting EDC hours.

f. Leave and Earnings Statement (LES)

1. The Employer shall ensure that all employees receive with their pay a Leave and Earning Statement (LES) on a biweekly basis.
2. The Agency has determined that it will utilize the same LES in the Europe South District that it implements for Title 20 employees in the other overseas (DODDS) districts.

g. Timely Processing of TQSA & LQA.

TQSA and LQA shall normally be processed within two (2) weeks after the Employer receives a completed package that includes all receipts.

h. During new employee orientation, new DoDEA employees will be provided guidance on MyPay, the Global Service Desk, TQSA initiation, and LQA initiation and reconciliation.

Section 14. Late Payment of Compensation.

A unit employee who receives late or delayed payment of pay, allowances, or differentials will be provided interest at the treasury rate from the date the payment was due if required by the Back Pay Act and/or any other applicable government wide rules or regulations.

ARTICLE 19 - PROFESSIONAL LEARNING

Section 4. Certification/Recertification.

- f. Employees shall receive a \$1500 stipend upon completion of the recertification requirement imposed by the Agency as a condition for maintaining employment.

ARTICLE 28 - PERFORMANCE APPRAISAL SYSTEM

Section 1. General.

- b. The appraisal period will commence at the start of the school year in August through the end of the school year in June. Supervisors are required to hold a minimum of three (3)

formal, documented performance discussions during the performance appraisal cycle normally scheduled as follows:

1. the initial performance plan meeting to discuss performance expectations and core values (normally conducted within 30 calendar days of the beginning of the performance appraisal cycle or the employee's assignment to a new position or set of duties);
2. one (1) progress review to be scheduled halfway through the school year; and
3. the final performance appraisal discussion to communicate the rating of record to be scheduled as late as practicable prior to the end of the school year.

INITIALS:

DoDEA: _____

OFT: _____

DATE: October 24, 2022

ARTICLE 18 – DIVERSITY, EQUITY, INCLUSION, AND EQUAL EMPLOYMENT OPPORTUNITY (DEI & EEO)

Section 1. DEI Policy

The Agency and the union affirm their commitment to promoting the principles of diversity, equity, and inclusion (DEI) in the Europe South District. The parties shall cooperate to cultivate a diverse and inclusive workforce with equal accessibility to opportunities, resources and support. The parties agree to cooperate to promote diversity, equity, inclusion, and accessibility, defined as follows:

- a. The term “diversity” means the practice of including the many communities, identities, races, ethnicities, backgrounds, abilities, cultures, and beliefs of the American people, including underserved communities.
- b. The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.
- c. The term “inclusion” means the recognition, appreciation, and use of the talents and skills of employees of all backgrounds.
- d. The term “accessibility” means the design, construction, development, and maintenance of facilities, information and communication technology, programs, and services so that all people, including people with disabilities, can fully and independently use them. Accessibility includes the provision of accommodations and modifications to ensure equal access to employment and participation in activities for people with disabilities, the reduction or elimination of physical and attitudinal barriers to equitable opportunities, a commitment to ensuring that people with disabilities can independently access every outward-facing and internal activity or electronic space, and the pursuit of best practices such as universal design.

Section 2. DEI Coordination

a. OFT/DoDEA DEI Meetings

The Agency and the union shall cooperate to advance the policy set forth in section 1 of this Article as it applies to employees in the Europe South District. Agency and union officials shall periodically meet at the request of either party to address concerns regarding diversity, equity, inclusion, and accessibility in the Europe South District. The Agency encourages the Union to provide input for the Agency’s implementation of workplace diversity, equity, inclusion, and accessibility focused programs to foster an inclusive working environment in the Europe South District.

- b. Upon request, the Agency shall provide access to the annual summary report created pursuant to section 5.1 of DoDI 1020.05, dated September 9, 2020, to the Union.

Section 3. Policy.

The Parties agree to cooperate in providing Equal Employment Opportunity (EEO) for employees. To prohibit discrimination based on race, color, sex (including sexual orientation, gender identity, and pregnancy), religion, national origin, age (40 or older), disability, and genetic information, as well as reprisal for protected activity; in addition to prohibiting discrimination or retaliation based on marital status or political affiliation as provided by law, rule, or regulation in accordance with policy established by the Department of Defense and/or other appropriate authority for Equal Opportunity in Federal service.

Section 4. Processing of Alleged Violations.

- a. An alleged EEO violation may be processed under the Federal sector EEO complaint procedures (29 C.F.R. Part 1614), or under the negotiated grievance procedure, but not both procedures. The complainant shall have exercised their option when the complainant files a formal (written) EEO complaint under the EEO Federal sector procedure, or when they file a timely grievance with the immediate supervisor at the written stage of the negotiated grievance procedure. However, the option must be exercised within the time limits specified in the procedure selected.
- b. The Agency will provide employees with a place to meet privately with EEO counselors.

Section-5. Posting of Notice.

The Employer agrees to post and maintain on official bulletin boards at all schools a notice outlining the current DoDEA EEO program and policies, and informing employees of current procedures to follow, as well as the contact information of the EEO point of contact, to obtain information to initiate the pre-complaint process.

INITIALS:

DODEA: _____

OFT: _____

DATE: _____

ARTICLE 19
PROFESSIONAL LEARNING

Section 1. Professional Development Program.

- a. The employer is responsible for determining the professional development requirements for unit employees.
- b. The employer and the union agree that professional development opportunities will improve the efficiency and effectiveness of teachers. In conjunction with this, each year the employer at the district level will conduct an annual survey of teachers regarding professional development needs. The results of the survey will be shared with the union.

Section 2. Employee Responsibility.

Each employee is responsible for applying reasonable effort, time, and initiative to increase their potential through self-development and training. Both the employer and the union agree to encourage employees to take advantage of training and educational opportunities which will add to skills and qualifications needed to increase their efficiency in the performance of their duties.

Section 3. Employer Responsibility.

The employer recognizes its responsibilities to provide job-related training and career development opportunities for employees.

Section 4. Certification/Recertification

- a. Employees are required to upgrade and update their professional and educational credentials through a program of self-development in accordance with applicable regulations.
- b. The Employer shall ensure that all unit employees are in possession of a current, valid certificate; initiate appropriate corrective action when unit employees fail to meet certification and recertification requirements; upon request, assist any unit employee in reviewing and evaluating recertification credentials; and ensure that appropriate guidance, assistance, and counseling are provided to all unit employees regarding the requirements for certification/recertification.
- c. Each unit employee shall be responsible for maintaining a valid DoDEA certificate, earning the required recertification units, presenting documentary evidence of completion of the required renewal units, and providing copies of official college/university transcripts.

- d. Requested reassignments to new positions are possible with a valid teaching certificate for the new position(s) and evidence that the current qualifications as published by DoDEA for the pertinent school year have been met.
- e. Employees that become deficient in their required certification may be subject to disciplinary action up to and including removal from Federal service.
- f. ***** Article 19 § 4f remains in dispute as of April 15, 2022 *****

Section 5. Changes to Qualification Standards

When the employer changes qualification standards, unit employees currently occupying positions in teaching categories affected by the change and those unit employees who are occupying positions in teaching categories for which an additional teaching category is required and the change affects the additional category shall receive tuition assistance, up to a maximum of \$300.00 per semester hour, in accordance with the Government Employees Training Act, to assist the unit employees in the attainment of required credits to meet such changes in qualification standards. Affected unit employees shall be given two calendar years after the change becomes effective to earn three (3) semester hours, or portion thereof, of credit required by changes in qualification standards. When changes require more than three (3) semester hours, the unit employee shall be given an additional calendar year for each additional three (3) semester hours requirement or portion thereof, to attain required credits. Failure to meet new qualification requirements for the position occupied during the period of time allowed, for reasons unacceptable to the employer, may result in removal from the position occupied.

Section 6. ***** Article 19 § 6 remains in dispute as of April 15, 2022 *****

Section 7. Selection for Training.

- a. Attendance at employer sponsored training will be determined by the employer. The employer agrees to disseminate information concerning training opportunities as soon as possible during the school year.
- b. Employees will be notified in writing of their selection or non-selection for a training program. In case of non-selection, the employer will notify in writing each such employee of the reason(s) for non-selection.
- c. The employer retains the right to establish new/special educational programs, such as, but not limited to, a preschool program or School Wide Enrichment Program. Normally such programs shall not be implemented without the training and/or materials and/or new equipment, as may be deemed necessary by the employer, except to meet the exigencies of the mission. The appropriate level of the employer shall notify the union representative at the appropriate implementation level(s) of intent, rationale, potential impact, and proposed implementation procedure. The union and the employer at the appropriate level(s) shall meet to consult and, if required, to negotiate arrangements to minimize adverse impact on personnel resulting from the changes.

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

Section 8. Technical Evaluation Board (TEB) and Working Groups.

- a. When the employer solicits an educator recommendation for a Technical Evaluation Board (TEB), the union will normally be provided at least two weeks to provide the educator recommendation(s). When TEBs are conducted outside the employees' scheduled duty day, the participants' duty day will be adjusted to allow employees to participate in a duty status.
- b. When a TEB is convened that includes unit members, the employer will provide the union with the names of selected TEB members. If the employer does not select a unit employee recommended by the union, the union will be notified of the reasons for non-selection.
- c. When the Employer notifies the union of a working group that will include bargaining unit employees and the working group will discuss changes in working conditions, the union shall be provided appropriate notice in order to designate a representative to attend.

Section 9. Inservice Training.

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

Section 10. Mentor Program.

- a. The Employer at the Europe South District level will create a Mentor Program to assist new teachers and those new to the Europe South District, with a goal of building collaborative working relationships that results in a foundation for success.
- b. The Mentor Program will include mentor teacher leaders that will be given an extra duty assignment (EDA) to coordinate and facilitate a mentor program in the school.

- c. The Employer at the Europe South District level shall consult with the Union on the creation, development, and implementation of the Mentor Program.
- d. Notifications and compensation for the mentor teacher leaders EDAs will be conducted in accordance with Article 25 (Extra Duty Assignments).

Section 11. Mandatory Trainings.

- a. ***** Article 19 § 11a remains in dispute as of April 15, 2022 *****
- b. A list of all mandatory trainings and the number of hours allocated for each training will be provided to the Union at the start of the school year.

Section 12. Summer Training.

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

Section 13. Professional Meetings.

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

INITIALS:

OFT: _____ DoDEA: _____ Date: _____

Tentative Agreement for Subsection Below

*** Article 19 § 4f remains in dispute as of September 5, 2022.***

ARTICLE 19
PROFESSIONAL LEARNING

Section 11. Mandatory Trainings

- a. Mandatory training will normally be conducted during the duty day. For mandatory training outside the regular workday to be compensable, the management official will normally make the assignment in writing. Employees directed to complete mandatory training outside the workday will be compensated at the prorated daily rate. Upon mutual agreement, the parties may negotiate a stipend in lieu of the prorated daily rate.

INITIALS:

OFT: _____

DoDEA: _____

Date: September 5, 2022

ARTICLE 20 - TEACHING CONDITIONS

Section 1. Policy.

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

Section 2. Room and Teaching Assignments.

- a. The Employer shall attempt to make classroom assignments equitable insofar as the physical facility and the demands of the educational program allow.
- b. Other uses of rooms: When classrooms are used by other organizations, the parties will be informed of their responsibility to return the classroom to its original state. Management will make reasonable effort to enforce this policy.
- c. Employees with disabilities will be provided with all appropriate reasonable accommodations as guaranteed under applicable federal law and regulation.

Section 3. Faculty Meetings.

The purpose of faculty meetings shall be effective interaction between staff and principal. Whenever feasible, announcements will be published in the faculty bulletin and sent by email.

Section 4. Faculty Bulletins.

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

Section 5. Substitutes.

- a. The Union and the Agency agree that the use of substitute teachers is essential to maintaining an uninterrupted quality educational program.
- b. At the beginning of each SY, the Principal and LUR will collaborate to establish a roster of teachers who are available to act as substitutes to cover classes when none are available. Absent extenuating circumstances, the list will be rotated or otherwise adjusted to ensure equity.

Section 6. Workplace Bullying.

- a. Workplace bullying is repeated unwelcome behavior which is threatening, humiliating, or intimidating that is undertaken by one or more persons against another or others at the

place of work and/or in the course of employment. Such behavior may be direct or indirect and may be verbal or physical.

- b. All Agency employees are prohibited from engaging in workplace bullying.
- c. Any employee who believes they have been subject to workplace bullying shall be responsible for reporting such bullying to their supervisor or any other management official. Employees may seek assistance from their union representative in connection with such reporting. Management will not retaliate against any employee for reporting workplace bullying.
- d. If the supervisor fails to address the allegation(s) of workplace bullying, the reporting employee may file a grievance in accordance with Article 31.

Section 7. Curriculum.

- a. Management will provide notice and an opportunity to engage in bargaining before implementing any new curriculum materials or educational tools in the Europe South District including, but not limited to, College and Career Ready curriculum materials, textbooks, and digital resources.
- b. When adding new classes at the school level to include multi grade classrooms, management will obtain necessary classroom curriculum and materials, provide an opportunity to purchase materials when funds are available, and facilitate professional learning opportunities for the educator when applicable.
- c. In the event that management determines to conduct Educators' Day and/or Educators' Conferences, the Union, educators, and where appropriate, students, may be involved in planning the event.
- d. Management shall offer the union the same opportunity to bargain, discuss, engage, and comment, on any matter related to curriculum, as it is utilized in the Europe South District, that is afforded to any other labor organization representing DoDEA educators.

Section 8. Interruptions of Classes.

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

Section 9. Secretarial / Clerical Assistance.

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

Section 10. Telephone Messages.

Procedures and methods for the delivery of phone messages shall be determined locally by the Union and the Principal or designee.

Section 11. Community Involvement.

- a. Charity Campaigns. Contributions to charity campaigns will be voluntary.
- b. Membership in Community Clubs, Organizations. Membership in military organizations or community clubs will be voluntary.

Section 12. Handbooks.

- a. Whenever a school handbook is developed, the Union shall have the opportunity to review and comment before the handbook is finalized. If a committee is formed to develop such handbook(s), the Union may recommend a member to the principal.
- b. In the event a new handbook(s) or a change in existing handbook(s) results in change(s) in working conditions, such changes shall be subject to negotiation prior to implementation.

Section 13. Accreditation.

- a. Both parties agree to the importance of maintaining high standards in DoDEA schools. Where employees are authorized to be participating members of accrediting visitation teams, the Union shall have the right to nominate representatives thereto.
- b. District and School Improvement Plan
 1. District Level Improvement Plans. The Agency recognizes the essential role of bargaining unit members in implementing and effectuating District Improvement Plans. The union shall receive notice and an opportunity to bargain any changes to working conditions that result from the implementation of any District Improvement Plan. The Agency shall provide the union a copy of the District Improvement Plan upon creation.
 2. Upon request, the Local Union Representative (LUR) or their designee shall be a full participating member of the School Improvement Plan Team and any recommendations emerging from an Improvement Plan Team that will be implemented and will impact on working conditions shall be subject to negotiation over procedures and appropriate arrangements.

Section 14. Chairpersons.

In schools which have grade level and department chairpersons, the Employer may authorize a preparation period in those instances where the Employer requires such unit employees to serve

as grade level or department chairpersons. When such preparation periods are not provided and such duties cannot be performed during the duty day, extra-duty compensation for the time required outside the duty day shall be paid in accordance with appropriate procedures.

Section 15. Summer School.

- a. Normally, summer employment shall be voluntary and shall be open to all qualified employees. In the event there are insufficient volunteers, management retains the right to assign qualified employees. A competitive selection process shall be established by negotiation at the District level. (Excluding DoDEA Virtual School (DVS) Summer Program)

- b. Differentials and allowances for teachers employed in another position during any recess period between two school years shall be provided in accordance with 20 U.S.C. § 901 *et seq.*

INITIALS:

DODEA: _____

OFT: _____

DATE: September 27, 2022

ARTICLE 21 HOURS OF WORK

Section 1. Work Week

Under normal circumstances, employees will work 5 consecutive days, Monday through Friday, (except Bahrain school and/or wherever the needs of the serviced military installation or laws of the host nation require a different work week).

Section 2. Normal Workday (Duty Day)

- a. The normal duty workday for unit employees shall commence not more than twenty (20) minutes before and terminate not more than thirty (30) minutes after the instructional day.
- b. Notwithstanding the provisions of subsection a of this section, management may choose one (1) regularly scheduled day per workweek at each school on which the thirty (30) minute period set forth in subsection a shall be replaced with a sixty (60) minute period of agency-directed time to begin at the conclusion of school dismissal.
- c. The Agency may assign additional work hours beyond the normal duty workday. When additional work hours are assigned, the bargaining unit member will be compensated by the Agency at the employee's earned hourly rate.
- d. Bargaining unit members are responsible for participation in necessary parent/student conferences and will remain at the work site to complete such conferences which commence prior to the end of the duty day. This requirement pertains to conferences mutually scheduled between a staff member(s) and parent(s)/guardian(s).
- e. Management has determined that unit employees in all schools across the Europe South District shall be permitted a continuous and duty-free lunch period and that the duration of such lunch period shall be same as that in practice at Naples ES on the date of execution of this Agreement.

Section 3. Preparation Time

- a. The Employer shall make reasonable efforts to provide a reasonable amount of preparation time for each unit employee during the employee's workday. For Elementary School unit employees, a reasonable amount of time is approximately 225 minutes each week during the school year. For middle and 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.
- b. The Employer shall make reasonable efforts to provide each unit employee with adequate preparation time during each workday of exams to prepare, administer, and grade

required semester examinations. Unit employees required by the Employer to prepare, administer, and grade semester examinations shall be granted, to the fullest extent possible, an adequate period of time following the end of the semester examinations to record and/or report examination scores. Should the employer decide to reduce the amount of time accorded to unit employees for the purposes set forth in this subsection, the Agency shall provide notice to, and bargain with, the Union in accordance with Chapter 71 of Title 5 United States Code.

INITIALS:

OFT: _____

DoDEA: _____

DATE: October 24, 2022

ARTICLE 22 HEALTH AND SAFETY

Section 1. Policy.

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

Section 2. Procedures.

- a. Employees shall not be required to work under conditions that have been determined to be unhealthful or unsafe by the responsible health or safety official of the pertinent military service nor in emergency conditions determined unhealthful or unsafe by the Employer. Emergencies may include extremes of classroom temperature or dangerous noise levels as determined by the above officials.
- b. The principal or designee shall keep the Union representative advised of progress of school building projects and repair and maintenance activities.
- c. An employee who believes their personal safety may be in jeopardy because of civil disorder in the area of their assignment will make every reasonable effort to contact their supervisor for advice and guidance. If the Agency has prior knowledge of any dangers, they shall advise employees of what action they should take to ensure their safety, established guidelines as outlined in the pertinent military service security plans will be followed under such circumstances.
- d. Construction / Disturbing Factors. The parties agree that when school construction or other disturbing activities are planned to coincide with the duty day, the principal or designee will inform the LUR of the plans as they become known, normally to include such things as rooms or areas to be affected, length of time involved, types of activities and known adverse health and safety factors. It is understood that matters covered in this section may be subject to Impact and Implementation Bargaining.

Section 3. Reporting Hazards.

- a. In the course of performing their assigned duties, employees should be alert to unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent suspected health or safety hazards. If an alleged unsafe or unhealthy condition is observed, employees shall report it to the immediate supervisor.
- b. Employees have the right to report public health or safety concerns without fear of penalty or reprisals. Before reporting health and safety hazards to officials outside of the local school, the principal or designee shall be notified and provided with a reasonable amount of time to seek corrective action.

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

Section 4. Health and Safety Equipment.

Protective clothing, personal protective equipment (PPE), devices, and safety equipment required by the employer shall be furnished by the Employer to be used by employees for job-related duties.

Section 5. Emergencies/Evacuations

- a. Bomb threats, scares and other emergencies requiring evacuation of students shall also require evacuation of employees.
- b. No employee shall be required to search or stay in a building where a bomb is suspected.

Section 6. Immunizations.

- a. The employer has determined that, as a condition of employment, bargaining unit employees shall be administered appropriate vaccines against communicable diseases in accordance with the Advisory Committee on Immunization Practices (ACIP) adult immunization schedule recommendations. Vaccines shall be provided at no cost to the employee and shall generally be administered during the duty day. When local military health facilities are out of the required vaccination(s), the Employer shall hold vaccination requirements in abeyance until such time as the vaccination(s) are available, or until other arrangements or options are made available.
- b. Unit employees will receive country-specific immunizations generally during the duty day and without charge at military health care facilities upon presentation of official orders or authorization.
- c. Employees may submit requests for immunization exemptions for medical or religious reasons to their supervisor; exemption requests will be processed in accordance with Employer Policy.

Section 7. Health Care Services.

- a. General. The Agency shall coordinate with the Military Departments to ensure that the unit employees receive at least the same level of health care as is provided to other civilian personnel of the Host Military Installation.
- b. The employer will explain to the hospital commanders the problems school staffs face in scheduling of medical and dental visits and ask that their unique situation be taken into

consideration when appointments are scheduled in order to have a minimal impact on the instructional program.

Section 8. Employee Assistance Programs.

- a. The Agency shall maintain an Employee Assistance Program (EAP) which is operated in accordance with applicable laws, regulations and guidelines. Problems for which assistance can be obtained may consist of alcohol and drug abuse, emotional / behavioral, etc. The Agency will issue an annual notice to employees which explains the EAP program, the assistance offered, and any benefits.
- b. It is the policy of the employer:
 1. to recognize that substance abuse and emotional /behavioral problems are treatable,
 2. that employees with these problems will receive the same consideration and offer of assistance that is extended to employees having any other illness,
 3. that the confidential nature of medical and counseling records of employees will be safeguarded in accordance with law and appropriate regulations, except, when maintaining confidentiality could compromise the security of the workplace or compromise an ongoing criminal investigation.
 4. that no employee will have job security or promotion opportunity jeopardized for voluntarily participating in EAP.
- c. If adverse action is being proposed for job performance or conduct, an employee's voluntary participation in EAP for assistance with alcohol and/or drug abuse will be considered a mitigating circumstance.
- d. Employees undergoing a prescribed program of treatment(s) will be entitled to all the rights and benefits provided to other employees who are ill, in addition to specific services and assistance which this program may provide. Employees will be granted sick leave, annual leave, or leave without pay for this purpose on the same basis as any other illness when absence from work is necessary.
- e. The employer and union agree to support the EAP program and to encourage unit employees to seek early assistance, as necessary, when dealing with issues that adversely affect job performance, reliability, and personal health.

Section 9. Ventilation and Air Quality

- a. DoDEA will verify that HVAC systems are regularly serviced and are operating as intended in each building where bargaining unit members work. This includes ventilation in high occupancy areas. If the LUR submits an inquiry or complaints related to air

quality, they should be addressed in a timely manner. Such issues brought to the Administrator or designees' attention should be referred to the attention of the DoDEA District Safety and Occupational Health specialist for coordination with host installation industrial hygienist for further evaluation and referral to DoDEA Facilities if necessary. The results of such evaluation and any air quality surveys performed by base officials shall be provided to the union.

- b. DoDEA agrees to make reasonable efforts to ameliorate extreme temperatures in classrooms or unit employee work areas. DoDEA agrees to consider furnishing a temporary work accommodation for those employees who request it and are working in spaces which cannot be ameliorated in a timely manner. The provision of temporary work accommodations is at the sole discretion of the Employer.

Section 10. Medical Documentation.

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

Section 11. Video Terminals.

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

Section 12. Health and Safety Inspections.

- a. The Agency agrees to conduct an annual safety inspection of each school facility. The agency will provide notice of inspections when known and the LUR may request that specific matters related to health and safety be addressed during particular school inspections. Additionally, LURs will be invited to participate during inspections. The

Agency agrees to accept for consideration concerns from unit employees via the LUR. A copy of the inspection report will be provided to the LUR.

- b. The Agency shall request periodic inspections as set forth in DoDEA AI 6055.01, dated November 27, 2017 by base safety offices for compliance with health and safety requirements and identification of unsafe, unhealthful, or hazardous conditions. Complete copies of inspection reports will be furnished to the LUR within seven (7) days of receipt by the Principal or designee.

Section 13. Healthcare Testing.

In the event that a health emergency is declared by the host nation or installation and a unit employee may have been exposed to that specific illness, the employer will contact the local installation command and/or public health office and request that the unit employee be tested by the available health office, if testing is available.

In addition, if a unit employee who is asymptomatic but was exposed to illness at the worksite and is directed not to work or to stay in their quarters through a directive from the employer, the unit employee may request Weather and Safety Leave (W&SL) until such time as the employer permits or directs the unit employee to report back to work.

INITIALS:

OFT: _____

DoDEA: _____

Date: May 18, 2022

ARTICLE 23 - PERSONAL INJURY IN THE PERFORMANCE OF DUTY

Section 1. Reporting Injuries.

- a. In the event of an injury/illness, the employee will notify their supervisor as soon as possible after injury has occurred or when the employee reasonably suspects that a work-related incident is the cause of subsequently appearing signs of injury / symptoms of illness.
- b. Supervisors shall release injured employees to medical facilities for treatment.

Section 2. Forms.

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

Section 3. Compensation.

- a. In the event of a work related injury work time lost by the employee on the day on which the injury occurred will be excused without charge to leave. If the injury disables the employee for work beyond the day when the injury occurred, then the employee will be advised of and assisted with the provisions of the Federal Employee's Compensation Act regarding use of leave, or salary continuation by the employee's supervisor or designee.
- b. Transportation. The Agency shall assist any temporarily disabled employee in obtaining any transportation benefits provided under the Federal Employees Compensation Act (FECA).

Section 4. Medical Disability Retirement.

- a. Medical Disability Retirement may be requested by any employee who is no longer able to perform their duties due to a medical condition, as per OPM guidelines, rules, and regulations. The medical condition may or may not be the result of injury or illness related to the job.
- b. After an employee submits a request for medical disability retirement, and subject to the employee's request for accommodation, the Agency shall make a reasonable effort to provide a temporary form of accommodation. Such accommodation(s) may include placement in activities which will not be hindered by the employee's medical condition and which shall not aggravate the employee's medical condition. Any temporary accommodation(s) shall conform to law and regulation.

Section 5. Information to the Union.

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

INITIALS:

DoDEA: _____

OFT: _____

DATE: January 13, 2022

ARTICLE 24 - JOB DESCRIPTIONS

Section 1. Policy.

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

Section 2. Improper Classification.

- a. Position descriptions will be reviewed periodically. Any employee who believes that their position is improperly classified is encouraged to first discuss the matter with their supervisor. Position classification reviews and appeals shall be submitted according to the instructions provided current DoDEA and OPM guidelines.
- b. A unit employee's allegations of inaccuracies in their position description may be submitted under the Negotiated Grievance Procedure.

Section 3. Review.

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

Section 4. Reclassification.

- a. The Employer shall notify the Union when new or revised standardized position descriptions are to be implemented which would result in downgrading or upgrading action of a class or occupational specialization of unit employees at one or more school site and shall allow the Union a reasonable time in which to reply.
- b. Reclassification of positions which results in a demotion shall be in accordance with statute and regulation.

INITIALS:

DoDEA: _____

OFT: _____

DATE: January 14, 2022

ARTICLE 25 - EXTRA DUTY ASSIGNMENTS

Section 1. Policy.

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

Section 2. Notification of Extra Duty Assignments.

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

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

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

A listing of selectees will be provided to the school staff, LUR and OFT President/Executive Director as soon as selections are made, with number of hours authorized and compensation allowed.

Section 3. Unlisted Activities.

A teacher may request a principal to submit an appropriate recommendation for an unlisted activity with recommended rate of pay to be included on the list of authorized compensable extra duty assignments through channels to the Regional Office in accordance with procedures established by DoDDS regulations. The Union will be given the opportunity to include their input on these unlisted activities along with the Principal's recommendations.

Section 4. Compensation.

- a. Employees must be compensated for successfully completing an extra duty assignment consistent with the extra duty rate of compensation established by the Department of Defense Wage Fixing Authority.

- b. The Employer will comply with the provisions of DS Regulation 5550.9, "Compensation for Extra-Duty Assignments," dated October 7, 1988 (section E.5.b). If the Agency modifies or issues a successor Regulation or Instruction regarding DS 5550.9, the Agency shall provide notice to, and bargain with, the Union in accordance with Chapter 71 of Title 5 United States Code.

Section 5. Sponsor Selection.

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

Section 6. Employee Consideration.

If qualified employees of the school or school complex are not available, the Principal or designee may recruit from other appropriate sources in accordance with DSR 5550.9, dated 7 October 1988. If the Agency modifies or issues a successor Regulation or Instruction regarding DS 5550.9, the Agency shall provide notice to, and bargain with, the Union in accordance with Chapter 71 of Title 5 United States Code.

INITIALS:

DoDEA: _____

OFT: _____

DATE: January 14, 2022

ARTICLE 26
LEAVE

Section 1. General Rules and Procedures Accrual

- a. Leave will be earned and administered in accordance with applicable laws. Unless otherwise provided in this Article, leave will be earned and administered in accordance with applicable agency regulations.
- b. Unit employees will only be charged for leave on scheduled duty days.
- c. Request for leave. Leave should be requested with enough prior notice to allow the employer to approve the leave in advance, normally at least three (3) workdays prior to its proposed use. Leave requests need not be submitted in advance when circumstances such as illness and/or emergencies prevent a unit employee from requesting leave in advance. In such cases, the unit employee will notify the Employer of their absence as soon as possible and submit a request for leave when possible.
- d. Withdrawal of Leave Request. A unit employee may withdraw a request or approved request for paid leave or LWOP, without loss of leave, prior to the time the leave is to begin.
- e. Approval or disapproval of leave. The approval or disapproval of leave requests is at the employer's discretion, subject to law, OPM and agency regulations. In making decisions on the approval or disapproval of leave, the employer may consider the impact of the requested absence on the educational program. The employer reserves the right to require all unit employees to submit a completed OPM Form 71 or an electronic request through and electronic timekeeping system for all leave.

Section 2. Accrual. Leave shall accrue to employees, in accordance with Public Law 86-91, at the rate of one day for each calendar month, or part thereof, of a school year, except that:

- a. If the school year includes more than eight (8) months, any such teacher who has served for the entire school year shall be entitled to ten (10) days of cumulative leave with pay.
- b. The minimum charge for leave shall be 1/2 day increments and additional charges shall be multiples thereof.
- c. Employees who are regularly employed on a part-time basis earn leave in an amount proportionate to the amount of time the employees are regularly employed as compared to full-time employment.
- d. Leave shall be credited to full-time unit employees for the full school year when the school year begins or whenever the employee enters on duty (e.g., after the start of the school year).

- e. Employees shall not earn leave for duties performed during the summer recess.

Section 3. Use. Leave may be used for:

- a. Illness/injury/incapacitation of the employee;
- b. Medical/dental/optical examination of the employee;
- c. Care of family member, including Medical/dental/optical examination of family member, or bereavement;
- d. Care of family member with a serious health condition;
- e. Maternity and Paternity purposes;
- f. Adoptive purposes;
- g. Any personal emergency; or
- h. Other purposes.

Section 4. Any Purpose Leave.

- a. Up to three (3) days of educator leave may be granted for any purpose in each school year and educators are not obligated to state the reasons for requesting such leave. Normally, APL should not be taken during orientation week or the first or last week of the school year. Exceptions may be granted when early departure or late arrival is necessitated by approved educational purposes, accompanying a child to college, or other reasons acceptable to the employer.
- b. Employees may request Leave Without Pay regardless of Any Purpose Leave balances.
- c. Once Any Purpose Leave is approved by management, the approval will not be withdrawn except for good reason.

Section 5. Paid Leave Other than Any Purpose Leave.

Leave used for appropriate reasons other than any purpose shall be requested in advance in writing and shall state the reasons for requesting such leave. For leave which cannot be requested in advance because of illness or unforeseen personal emergency, the employee will notify the principal or their management designee as soon as possible.

Section 6. Leave Without Pay.

Leave without pay is approved absence from duty in a non-pay status.

- a. All requests for leave without pay must be in writing, submitted in advance, and state the reasons for the request. In circumstances in which leave is exhausted or there is an unforeseen personal emergency, the employee will notify the principal or their management designee as soon as possible. It is understood that documentation may be required to substantiate such a request.
- b. Leave without pay may be granted for periods not to exceed one (1) calendar year for personal illness or family illness. Such requests will be submitted in writing to the principal or management designee. Such requests shall have bona fide medical evidence to support the request.
- c. Leave without pay may be granted for one (1) calendar year for the employee to pursue further educational studies. Such request will be submitted in writing through the principal or management designee. Such requests shall be in accordance with announcements from the Regional Office soliciting employee requests.
- d. Other requests for leave without pay for periods up to one (1) year must be submitted to the Principal or management designee.
- e. Leave without pay may be extended for one additional school year upon request.

Section 7. Absence Without Leave.

Absence Without Leave (AWOL) can be charged if an employee is absent without approval of leave. AWOL is a non-pay status. The Agency will consider changing the employee's time and attendance records from AWOL to another status upon receipt of appropriate documentation/explanation. The coding of AWOL is not a disciplinary action but may be used as the basis for one.

Section 8. Military Leave.

Military leave shall be granted pursuant to law, OPM, and agency regulations.

Section 9. Advanced Educator Leave.

Paid leave may be advanced for use at any time within the school year. Such advances will normally be limited to the amount which will be accrued during the school year; however, under unusual circumstances, up to thirty (30) days may be advanced. If approved, such advance shall be subject to subsequent earning of leave, or repayment upon separation for leave advanced but not earned.

Section 10. Administrative Leave (Excused Absence).

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

- b. ***** Article 26, Section 10.b. Remains in Dispute as of September 30, 2021*****
- c. The Agency may excuse an employee from duty without loss of pay and without charge to leave for:
 - 1. Conference Attendance.
 - 2. Attendance at a school, parent, or installation sponsored activity when it has been determined that attendance will be in the best interests of the school and/or DoDEA
 - 3. Blood donations.
 - 4. Other reasons as approved by the employer.

Section 11. Suspected Leave Abuse.

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

Section 12. ***** Article 26, Section 12 Remains in Dispute as of September 30, 2021*****

Section 13. Educational Leave

- a. Administrative Reemployment Rights (ARR).

In accordance with and subject to applicable regulations, employees may request Administrative Reemployment Rights in order to pursue a one (1) or two (2) year course of formal study, participate in a project of study, or accept temporary employment, when the results of such action are deemed beneficial to the school system. Upon successful completion of the approved action, the Employer guarantees reemployment if the employee meets the conditions of employment.

- b. Sabbatical Leave.

Employees may request consideration for a grant of an educational sabbatical leave (Yearlong Educational Leave at Half Pay) in order to pursue a one (1) year course of formal study in any accredited American college or university or any similar foreign institution. To be eligible for the Agency's Yearlong Educational Leave Program, an employee must be serving on a permanent appointment as a professional educator with three (3) years of consecutive service with the Agency. If courses are taken at a foreign institution, it shall be the employee's responsibility to obtain acceptance by an American accrediting agency for course work taken at non-accredited institutions. Numbers of sabbaticals, benefits, criteria, and eligibility requirements will be established by the Agency and announced to employees during the school year. The Union will

be notified of changes in benefits, criteria, and eligibility requirements prior to their announcements to employees. The period of the sabbatical will be counted as a period of service for purposes of determining placement on the salary schedule.

c. Educational Leave Without Pay (ELWOP)

Employees shall be eligible for the Agency's Educational Leave Without Pay Program (ELWOP). Employees may apply for the ELWOP program based upon the criteria provided in the Agency announcement.

Section 14. Union Review.

The Employer will share the applications of those bargaining unit employees applying and selected for ELWOP, ARR, and Sabbatical Leave before notification to employees selected.

Section 15. Change of Leave.

An employee may choose to be charged educator leave rather than LWOP for any absence from duty when it is established that educator leave would have been granted. The change to educator leave shall not increase the number of APL days granted to unit members beyond the number prescribed by law.

Section 16. Temporary Detail Request.

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

Section 17. Court Leave/Witness in a Judicial or Administrative Proceeding

Leave for jury or witness service in the United States will be in accordance with 5 U.S.C. § 6322, and applicable OPM regulations.

Section 18. Family and Medical Leave

Leave under the Family and Medical Leave Act (FMLA) will be in accordance with applicable OPM regulations.

Section 19. Paid Parental Leave (PPL)

Paid Parental Leave (PPL) shall be provided in accordance with the Federal Employee Paid Leave Act (FEPLA), and applicable OPM regulations.

Section 20. *** Article 26, Section 20 Remains in Dispute as of September 30, 2021***

Section 21. Reducing Pay for Absences Without Pay.

For employees on an un-paid absence (e.g., LWOP or AWOL), the biweekly pay is reduced by 1/190th of the school year salary for each scheduled duty day or part thereof (.5/190th) that the employee is in a non-paid status.

Section 22. Indebted for Leave.

When a unit employee who is indebted for unearned leave or advanced educator leave is separated, the Agency reserves the right to collect on the debt.

Initials

OFT: SDJ

DoDEA: SDJ

Date: 9/30/2021

Tentative Agreement for Subsection Below

*****Article 26 § 12 remains in dispute as of October 6, 2022*****

ARTICLE 26
LEAVE

Section 10. Administrative Leave (Excused Absence)

- b. The union recognizes that administrative leave / excused absence is granted at the discretion of the Agency, subject to law and regulation. Management recognizes that service OCONUS can present personal and familial logistical and health challenges for employees. Subject to managerial discretion and recognizing the circumstances under which employees work, the use of administrative leave is appropriate for the following purposes and shall not be unreasonably denied:
1. Packing, unpacking and customs or administratively required clearance of household goods and privately owned vehicles (POV) prior to shipment or upon request of shipment and when the employee is required to be present. When both spouses are employed by DoDEA, either may be excused.
 2. Movement into and out of quarters when such movement is directed.
 3. Conducting official business of a personal nature with military offices to include, but not limited to, matters relating to drivers' license, ID cards, passports, housing, finance, and personnel.
 4. Conducting business with official offices and utility companies of the host nation, when the employee is required to establish and disestablish service or because of foreign status in the host nation.
 5. Those infrequent instances of tardiness for reasons that the supervisor determines to be justifiable.
 6. To deliver or pick up a POV that has been shipped on official orders.

INITIALS:

OFT: _____

DoDEA: _____

Date: October 6, 2022

Tentative Agreement on the section below.

ARTICLE 26
LEAVE

Section 12. Evacuation and School Closure Procedures.

- a. Evacuations. Evacuation procedures shall be governed by the appropriate regulations, i.e. Joint Travel Regulation (JTR) and Department of State Standardized Regulations (DSSR).
- b. School Closures
 1. Each school year calendar, when issued, shall designate two (2) days as potential make-up days during the school year for making up instructional days that are missed for a reason covered by subsections b2 or c of this section. Make-up days shall not be taken from days scheduled as teacher preparation days at the beginning of the school year or teacher work days at the end of each quarter.
 2. Other than make-up days designated in section b1, above, the parties agree that Weather and Safety Leave is normally appropriate, and shall not be unreasonably denied, if the employee is prevented from safely traveling to or safely performing work at a location approved by the agency due to:
 - A. An act of God;
 - B. A terrorist attack; or
 - C. Another condition that prevents an employee or group of employees from safely traveling to or safely performing work at an approved location.
 3. When schools close for students due to inclement weather or other emergencies and unit employees are required to report to the work site, management may grant administrative leave when such weather or emergency conditions prevent timely arrival, and such leave shall not be unreasonably denied when the employee made a diligent attempt to get to work. 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.
 4. If the employer closes schools for an extended period of time due to extraordinary or unforeseeable circumstances, the parties agree to make every reasonable effort to continue to serve the students in the affected community. To this end, the Agency will attempt to make up time missed during the school year and will negotiate appropriate arrangements on an expedited basis in order to preserve the ability of the parties to achieve mission objectives. The parties will consider all reasonable options in order to achieve that goal.

- c. The parties agree that administrative leave/excused absence is normally appropriate for, and shall not be unreasonably denied to, employees when DoDEA determines to close schools due to an administrative order issued by base officials or the host nation, for a reason not covered by section 12(b)(1) of this Article.

INITIALS:

OFT: _____

DoDEA: _____

Date: October 24, 2022

ARTICLE 26 - LEAVE

*****Article 26, Section 10. Administrative Leave (Excused Absence), subsection b remains in dispute as of January 4, 2022.**

*****Article 26, Section 12. School Closures remains in dispute as of January 4, 2022.**

Section 20. Voluntary Leave Transfer Program (VLTP)

The Agency will provide employees the opportunity to participate in the Voluntary Leave Transfer Program using the following procedures:

- a. Unit employees who are affected by a medical or family medical emergency may submit a Leave Recipient Application and forward it to their immediate supervisor/designee. If the employee is unable to complete the application due to physical or mental impairment, an immediate family member or designated personal representative may complete the application on behalf of the employee.
- b. Each application must include the following:
 1. Applicant's name, last four digits of social security number, organizational location, position title, pay plan, series, grade, and leave balance as of the date of application. A designee should provide information, if known.
 2. Best estimate of the expected date on which available paid leave will expire.
 3. Expected duration of the medical emergency, and if the emergency is a recurring one, the approximated frequency of the medical emergency affecting the potential leave recipient.
 4. Reasons why transferred leave is needed, including a brief description of the nature and severity of the medical emergency. Attach certification from a health care provider and a copy of the current leave and earnings statement. The certification must cover the period of time for which leave is requested.
 5. A statement acknowledging and approving the public release of the existence of an emergency and the recipient's name in Management's efforts to obtain leave donations.
 6. Recipient's telephone number during the period of medical emergency, if available, or that of the person to contact on behalf of the applicant.
- c. Approval/Disapproval of the Application to Become a Leave Recipient.
 1. The Employer will:

- A. Verify the employment information contained in the application.
 - B. Determine that the absence from duty without paid leave is, or is expected to be, at least three (3) duty days.
 - C. Approve or disapprove the request in writing within a reasonable amount of time. If disapproved, the denied application will be returned to the requester noting the reasons for disapproval
 - D. Upon approval of an application to become a leave recipient, publicize the approval with unit employees and provide instructions to employees on how they may donate leave.
- d. APL transferred under this authority may be used for a current need, substituted retroactively for periods of LWOP or used to liquidate an indebtedness for advanced educator leave granted as a result of a medical emergency for which LWOP or advanced educator leave was granted.
 - e. An employee's entitlement to transferred leave terminates as follows:
 - 1. Upon termination of the recipient's service with DoDEA.
 - 2. At the end of the biweekly pay period in which the recipient's immediate supervisor receives written notice that the employee is no longer affected by a medical emergency.
 - 3. If the supervisor has reasonable belief that an employee is no longer incapacitated, the supervisor may request additional medical certification to support continued incapacity, if sufficient documentation does not support continued incapacity, it will end after the biweekly pay period.
 - 4. At the end of the biweekly pay period in which the Employer receives notice that an application for disability retirement has been approved.
 - f. Restoration of Transferred APL. Upon receipt of a "Notice of Termination of Medical Emergency," the Employer will compute and restore any remaining transferred APL to the leave accounts of leave donors who are currently employed by DoDEA on the date leave restoration is made. Unused transferred APL to be restored to each leave donor shall be determined as follows:
 - 1. Unused leave shall be restored in half-day increments in the reverse order of when it was received until all unused leave has been restored. For example, leave would be restored to the last donor first.

2. If the leave is not restored in the same school year in which it was donated, the leave shall be restored to the donor as educator leave, not APL.
- g. Records. The Employer will maintain documents and data related to this program in accordance with law, rule and regulation.

Initials

DoDEA: _____

OFT: _____

Date: January 5, 2022

ARTICLE 27 - PERSONNEL FILES

Section 1. Official Personnel Files.

a. General Provisions.

Pursuant to law and government-wide regulations, the agency shall establish and maintain an electronic Official Personnel File (eOPF) for each bargaining unit employee. Only documents or data authorized by Office of Personnel Management (OPM) regulations shall be retained in an employee's OPF. Only one official personnel file shall be kept for each bargaining unit member.

b. Access to the eOPF Online Portal.

1. The Employer will allow access for employees to view their electronic Official Personnel Folder (eOPF).
2. Guidance will be distributed to employees on how to access and use eOPF.
3. Information contained in the eOPF will be made available to authorized persons only for official use as provided by applicable law, rule, or regulation.
4. The employee will be provided with an email notice to their official email address when documents are added to their eOPF.
5. Employees shall utilize the eOPF system. However, in exceptional circumstances in which such access is not available to employees, they shall be able to obtain a copy of their OPF upon written request to the Agency. A copy of the OPF will be furnished to the employee. The Agency will provide bargaining unit members with the name of the point of contact in order to request their OPF via e-mail or other electronic method under such circumstances.

c. Exclusions from eOPF.

1. Counseling letters, letters of caution, letters of warning, letters of expectations, supervisory interview memoranda and performance deficiency memoranda shall not be placed in an educator's OPF.
2. Employees who believe their OPF contains documents that are improperly included may request in writing that a document(s) be removed from their employee file. The Agency will respond expeditiously in writing to any such requests.

Section 2. Teacher Files.

- a. Teacher files, to include credentials, college transcripts and other materials pertinent to their employment, will be maintained by the Agency.

- b. In the event that official transcripts or other necessary materials in the file are misplaced or lost, the Agency will pay for the replacement costs. The employee shall not be penalized in any way due to lost or missing files.

Section 3. Adverse Material.

- a. The Employer will not keep anonymous complaints against an employee without disclosing such documents to the employee and providing an opportunity to respond. Such documents must be signed by the employee. The educator's signature does not constitute agreement with the document but only that the statement has been seen. Disclosure to the employee shall be done within two weeks of the date of receipt by the Employer.
- b. Records of complaints and charges determined to be unfounded or dismissed as the result of an appeal or grievance will not be used for any purpose whatsoever, except for those necessary to document educator entitlements to back pay or other benefits.

Section 4. Availability of Files to Unauthorized Parties.

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

INITIALS:

DODEA: _____

OFT: _____

DATE: September 27, 2022

ARTICLE 28 - PERFORMANCE APPRAISAL SYSTEM

Section 1. General.

- a. The Employer will utilize DOD Instruction 1400.25, Volume 431, DOD Civilian Personnel Management System: Performance Management and Appraisal Program, dated February 4, 2016 (with changes effective through January 10, 2022), supplemented by DoDEA's policy, assignment of responsibilities and procedures listed in DoDEA Administrative Instruction 3000.1, Department of Defense Performance Management and Appraisal Program, dated May 17, 2021, unless otherwise provided in this Article.
- b. ***** Article 28 § 1b remains in dispute as of September 30, 2022 *****

Section 2. Evaluation.

- a. 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 informed of the supervisors who have authority to evaluate their performance. The supervisor, upon request, provides employees with suggestions or examples that would produce an "outstanding" rating.
- b. Employee Input:
 1. Employees can provide written input about their performance accomplishments for supervisors to consider in evaluating each of the performance elements and overall performance accomplishments.
 2. Employee input, while not mandatory, is highly encouraged and valuable for the end of the performance appraisal cycle.
 3. The absence of employee input does not relieve the supervisor of the responsibility for writing a narrative statement when required.
- c. **Performance Narrative.**
 1. Performance narratives are required for each element rated "Outstanding" and "Unacceptable." Performance narratives are highly encouraged, but not required, for each element rated "Fully Successful" as a means of recognizing all levels of accomplishments and contributions to mission success.
 2. Performance narratives provided by supervisors should be written that succinctly addresses the employees' performance as measured against the performance standards for the performance appraisal cycle.

Section 3. Observations.

All unit employee observations may be preceded or followed within a two (2) school- day period by a conference between the Employer and the employee in order to review the employee's objectives and plans for that class.

Section 4. Performance Standards.

- a. The performance appraisal plan will include all of the elements that set forth expected performance. The performance appraisal plan must include all:
 1. critical elements, i.e., work assignments or responsibilities of such importance that unacceptable performance on the element would result in a determination that an employee's performance is unacceptable; and
 2. performance standards, i.e., a description of fully successful performance level for each element (critical). The performance standards may include quality, quantity, timeliness, and manner of performance. A copy of the performance appraisal plan (critical elements and performance standards) shall be reviewed with, and furnished to, each employee.
- b. All unit employees must be clearly advised as to what must be done (critical elements) and how well it must be done (performance standards). In the case of a newly established position, the Employer shall develop the elements and standards in advance in order that they may be discussed with candidates for the position. The critical elements and performance standards must be written and shall be reviewed by the employee(s) and Employer and revised, if necessary, at least annually, normally at the beginning of the rating period.

Section 5. Critical Elements for Newly Established or Combined Positions.

In the event a DoDEA standardized standards and elements does not exist for a position, the Employer may establish critical elements or performance standards. The Employer shall:

- a. Consider the unit employee's comments, including input to the development and revisions of their performance plan prior to finalizing the critical elements and performance standards that will serve as a basis for appraising the employee's job performance.;
- b. Discuss, explain and respond to employee inquiries about the new elements and standards.;
- and
- c. The process set forth in this section shall also apply when an employee is required to perform duties involving more than one position (e.g., .5 ESOL and .5 SLP).

Section 6. Assistance & Unacceptable Performance.

Prior to proposing any personnel action based on unacceptable performance the Employer shall ensure the employee is afforded the process outlined in 5 C.F.R. Part 432 or 5 C.F.R. Part 752.

a. Addressing Performance Issues Early.

When a supervisor detects a decline in performance, early intervention is imperative. Assistance should be provided to the employee whenever there is a need for improvement or any time the supervisor notices a decline in performance. The supervisor should take the following actions, as appropriate:

1. Clearly communicate to the employee their current performance level fails to meet the performance standards described in the performance plan and provide clear guidance as to what is needed for the employee to improve. The supervisor shall provide specific examples of what and how the current performance level has not met expectations, as well as examples of work that would meet expectations;
2. Offer appropriate assistance;
3. Provide ideas of where the employee may go to obtain additional assistance or training, if applicable; and
4. Provide closer supervision and feedback. This might include more frequent reporting, special assignments, or on-the-job training.

b. Addressing Unacceptable Performance.

1. If the employee's performance declines to less than "Fully Successful" in one (1) or more performance elements, the supervisor, can proceed with an opportunity to demonstrate acceptable performance / Performance Improvement Plan (PIP) (excluding employees on a trial period).
2. The PIP must identify in writing:
 - a. The critical element(s) of the performance which is unacceptable;
 - b. What standards the employee must attain in order to demonstrate "Fully Successful" performance;
 - c. The requirements the employee must achieve to demonstrate "Fully Successful" performance;
 - d. A reasonable time frame within which the employee has to demonstrate "Fully Successful" performance; and
 - e. The action(s) the Agency will take to help the employee Improve.

While the performance improvement period requirements stated above are not applicable to employees during their trial period, the Agency may elect to provide assistance in meeting performance expectations.

Section 7. Notice of Proposed Action (Performance Based 5 CFR 432).

- a. In accordance with 5 C.F.R. Part 432, an employee shall be given thirty (30) days advance written notice of the proposed action, which:
 1. states the reasons for the proposed action in detail;
 2. identifies specific instances of unacceptable performance by the unit employee;
 3. identifies the critical element of the unit employee's position for which performance is unacceptable;
 4. states that the unit employee may review the material relied upon in proposing the action and receive copies of such material;
 5. 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; and
 6. informs the employee of their right to representation.
- b. The notice of proposed action shall be provided 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.
- c. An employee may be retained in a duty status, placed on excused leave, reassigned, or continued in an employee initiated non-pay status during the notice period at the sole option of the Agency. Such a decision is not subject to the grievance process.
- d. The procedural rights described in this section do not apply to the discharge or separation of an employee during a trial period.

Section 8. Reconsideration of a Performance Appraisal & Grievance Rights.

Employees may seek reconsideration of issues related to the performance appraisal process (e.g., individual performance element ratings and ratings of record) through the negotiated grievance procedure. However, the substance of an employee's performance elements, or standards, may not be grieved.

Section 9. Union Assistance.

The Agency recognizes that, in many instances, the attendance of an employee's Union representative may facilitate the meeting, contribute to improving the employee's performance, and/or assist the employee in understanding the performance issues. Accordingly, an employee may elect to bring a Union representative.

Section 10. Changes to the Performance Appraisal System.

The Employer shall provide notice to, and bargain with, the Union in accordance with Ch. 71 of Title 5 United States Code if changes are made to either the DOD Instruction 1400.25, Volume 431, DOD Civilian Personnel Management System: Performance Management and Appraisal Program, dated February 4, 2016 (with changes effective through January 10, 2022) or the DoDEA Administrative Instruction 3000.1, Department of Defense Performance Management and Appraisal Program, dated May 17, 2021.

Section 11. Options for Actions.

It is understood that the Agency may, at its discretion, take a performance-based action utilizing the procedures set forth in 5 C.F.R. Part 432 and Article 28, Performance Appraisal System, or the procedures set forth in 5 C.F.R. Part 752 and Article 30, Discipline and Adverse Actions.

INITIALS:

DODEA: _____

OFT: _____

DATE: September 30, 2022

ARTICLE 29 - REDUCTION IN FORCE

Section 1. Definitions.

A Reduction in Force (RIF) is the systematic way of making organizational changes that provides retention preference on the basis of tenure, veterans preference, length of service and performance. Definitions of terms in this Article are as provided for in 5 C.F.R. 351.203. A RIF occurs whenever a competing employee is released from their competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement because of:

- a. Lack of work;
- b. Shortage of funds;
- c. Insufficient personnel ceilings;
- d. Reorganization;
- e. The exercise of reemployment or restoration rights;
- f. The reclassification of an employee's position due to the erosion of duties when such action will take effect after the formal announcement of a RIF in the competitive area and the RIF will take effect within one-hundred and eighty (180) days; or
- g. Transfer of function.

Section 2. Exclusions.

Actions excluded from RIF procedures are as provided for in 5 C.F.R. 351.202(c).

Section 3. VERA/VSIP

The Agency agrees to seek authorization from the Department of Defense to offer employees Voluntary Early Retirement Authority (VERA) and/or Voluntary Separation Incentive Pay (VSIP) prior to initiating a RIF if there is existing statutory authority for these programs and there are allocations in the budget.

Section 4. Notification to Union.

Pursuant to 5 C.F.R. § 351.801(a)(2), notice shall be provided to the union. Such notice shall include information on all employees affected by the RIF. When it is determined that there is a need for a RIF, the Employer shall notify the Union in writing as soon as possible, but no later than seventy-five (75) calendar days prior to the scheduled effective date of the RIF. Such notice shall include the following information:

1. Reasons for the RIF;
2. Number and types of positions to be affected;
3. Names of employees to be affected by RIF as soon as available.

It is understood that the above information may change during the seventy-five (75) calendar day period.

Section 5. Notification to Bargaining Unit Members.

Once it has been determined that a RIF is required, bargaining unit employees who will be affected by RIF actions will be given specific notice at least sixty (60) calendar days prior to the effective date of the RIF. Such notice shall contain the following information required per 5 C.F.R. 351.802:

- a. action to be taken;
- b. reasons for the action;
- c. personal information used to determine the action;
- d. effective date of action;
- e. entitlements and benefits;
- f. place where affected employees and their representatives may inspect retention registers and related records pertaining to the action; and employee appeal rights.

The union will be provided the information listed above concerning all unit employees affected by the RIF and the specific action to be taken with respect to each employee, as soon as it is known.

It is understood that the above information may change during the sixty (60) calendar day period.

Section 6. - Competitive Area

Competitive Area for any RIF shall be defined as all employees in the Europe South District.

Section 7. Competitive Levels.

Competitive levels shall be established pursuant to 5 C.F.R. 351.403.

Section 8. Retention Registers/ Retention Priority.

In implementing the requirements of 10 U.S.C. 1597, the Secretary of Defense 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.

- A. Employees with a period of assessed performance of less than twelve (12) months and employees with a period of assessed performance of twelve (12) months or more.
- B. Within each category described above, the following retention factors (in order of priority) determine the placement on the RIF retention register:
 1. Rating of record;
 2. Tenure group;
 3. Average score;
 4. Veteran's preference; and
 5. 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) 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.

C. Tenure of employment. Competing employees shall be classified on a retention register as:

Group I (includes each permanent employee whose appointment carries no restrictions or conditions such as conditional, indefinite, specific time limit, or trial period);

Group II (includes each employee serving a trial period or whose tenure is equivalent to a career-conditional appointment in the competitive service); and

Group III (includes each employee whose tenure is indefinite or has a time limitation).

D. Veterans preference. Within each tenure group described in Section 8.C. above, competing employees shall be classified on the retention register based upon veterans 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).

E. Length of service. Each competing employee's length of service shall be established in accordance with 5 C.F.R. 351.503.

F. Competing employees shall be released from competitive levels in the inverse order of retention standing, beginning with the employee with the lowest retention standing on the retention register. A competing employee may not be released from a competitive level while retaining in that level an employee with lower retention standing except as provided for in 5 C.F.R. 351.601.

Section 9. Placement Considerations.

In order to minimize the impact of a RIF, consideration will be given to:

- a. Filling existing vacancies by the placement of qualified employees who are adversely affected by the RIF to include identifying any vacancies in the other DODDS Districts that will be made available for placement of unit employees.
- b. Terminating temporary appointments of individuals in unaffected competitive levels to create placement opportunities for qualified permanent employees (Group I or Group II employees) who are scheduled for separation under RIF procedures.
- c. A The Agency may waive qualifications to place an employee who has been released from his or her competitive level into a vacant position. If placement is to another

professional bargaining unit position, the employee must meet certification/licensure requirements of the new position within the time frame established by the Agency.

Section 10. Salary Retention Provisions.

Grade and Pay Retention, in accordance with DoDI 1400.25, Vol., 536, effective March 30, 2020, shall be provided to bargaining unit employees who are demoted to a lower graded/paid position within DoDEA. A bargaining unit employee who is demoted and on retained grade and/or pay shall receive priority consideration for re-promotion to positions up to and including the grade/pay level from which demoted.

Section 11. Severance Pay.

Severance pay shall be paid in accordance with subpart G of 5 C.F.R. Part 550.

Section 12. Assistance to Employees.

Job placement services will be provided to unit employees adversely affected by a RIF, in accordance with applicable law and regulations. Affected employees will be provided information concerning retirement, severance pay, health and life insurance, return transportation, and other entitlements. Assistance will include use of the Reemployment Priority List.

Section 13. Reemployment Priority List.

The Employer shall establish and maintain a reemployment priority list (RPL) for bargaining unit employees separated due to RIF. Eligibility shall be determined by seniority of SCD. It is the Agency's policy that if there are not qualified part-time employees on the RPL for a particular part-time position, full-time employees who have indicated availability for part-time work shall be placed if qualified and interested. Eligible employees will be registered on the RPLs for a maximum of two (2) years. If an employee declines a valid job offer, his/her name will be removed from the RPL. Acceptance of a temporary appointment will not alter a permanent employee's right to be offered permanent employment. (i.e., the employee's name will remain on the RPL).

Section 14. Travel and Transportation Allowances

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

Section 15. Continuation of Benefits

Bargaining unit employees separated by RIF shall be provided the opportunity to obtain temporary continuation of coverage (TCC) in the Federal Employees Health Benefits (FEHB)

program. Employees who are separated by RIF during a school year shall be permitted to continue to enroll dependents in a DoDDS school for the remainder of the school year.

INITIALS:

DoDEA: _____

OFT: _____

DATE: January 14, 2022

ARTICLE 30 - DISCIPLINE AND ADVERSE ACTION

Section 1. Policy.

- a. Discipline is the right and the responsibility of the Agency and will only be taken for such just and sufficient cause as will promote the efficiency of the service, and the penalty will fit the offense. Employees are ensured the protections of due process.
- b. Constructive discipline, to be effective, must be timely.
- c. Disciplinary actions will not be arbitrary or capricious.
- d. Discipline shall be corrective. The primary emphasis of disciplinary action is correction, development, and rehabilitation.
- e. The Agency recognizes the concept of progressive discipline, and generally actions imposed should be the minimum that can reasonably be expected to correct and improve behavior and maintain discipline and morale among other employees. Nevertheless, the Parties acknowledge that some offenses are so serious as to warrant lengthy suspension or removal for a first offense.
- f. Bargaining unit employees shall have the right to representation as set forth in the Statute and Article 2, § 3 of this Agreement.

Section 2. Informal Disciplinary Actions.

Informal disciplinary actions are oral admonitions (oral warnings) and letters of caution. Letters of caution and informal records of oral admonition shall normally be kept by the supervisor for no more than one year from the date of issuance. When such an action is taken by a supervisor, the employee will be advised of the specific infraction or breach of conduct, when it occurred, and will be permitted to explain their conduct or act of commission or omission. Informal disciplinary actions will not be placed in the employee's Official Personnel File (OPF).

Section 3. Formal Disciplinary Actions.

- a. Formal disciplinary actions consist of written reprimands, suspensions, demotions, and removals. Before formal disciplinary action is initiated, an investigation or inquiry will be made by the immediate supervisor or other official designated by the Agency, if necessary, in order to ascertain the facts of the case. An investigation or Management Inquiry shall normally include an interview or meeting with the employee prior to initiating a disciplinary action.

b. Letter of Reprimand

A Letter of Reprimand (LOR) is the lowest level of formal disciplinary action. A Letter of Reprimand must state: the reason(s) for its issuance; a description of the circumstances

involved in the incident(s) giving rise to the letter, the employee's right to file a grievance under the negotiated grievance procedure, and the length of time the reprimand will remain in the OPF. The description should contain sufficient written detail to enable the employee to understand fully the violation, infraction, conduct, or offense for which they are being disciplined. If appropriate, the availability of remedial resources to assist the employee in preventing recurrences shall be included in the letter. An LOR may remain in the OPF for a period of up to two (2) years. If at the end of the first year, there have been no further disciplinary infractions, the employee may request to have removed from the OPF and such request shall not be unreasonably denied. There is no advance notice required before issuing a Letter of Reprimand.

- c. The Agency may choose not to discipline an employee or may select a lower range of remedies and/or a lower appropriate remedy than provided in the Table of Penalties.
- d. **Suspension of Fourteen Days or Less.**

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

- 1. The unit employee shall be given reasonable notice of the proposed action.
- 2. The written notice of proposed action shall:
 - A. state, in detail, the reason(s) for the proposed action;
 - B. provide the employee with a copy of the material relied upon for the proposed action;
 - C. inform the unit employee of the right to reply orally or in writing or both, within ten (10) duty days after receipt of the notice of proposed action and the name and title of the official designated to hear an oral reply and/or receive a written reply;
 - D. state that a final decision of the proposed action will not be made until after the ten (10) duty day reply period, described in subsection C above;
 - E. inform the unit employee what duty status they will be in pending a decision on the proposed action; and
 - F. state that an extension to the reply period may be granted for justifiable reasons. Upon request, giving justifiable reasons, the Agency will grant an extension of a reasonable amount of time. A request for extension must be submitted in writing to the deciding official prior to the expiration of the reply period.

3. A reply to a written notice of proposed action may include affidavits and other documentary evidence. The ten (10) duty day period for filing a reply shall not commence until the employee and/or their representative have received the material described in section 3(d)(2)(B), above. If otherwise in a duty status, an employee against whom this disciplinary action is proposed and their representative shall be entitled a reasonable amount of official time to prepare the reply, but no less than one-half (1/2) day, to prepare the reply.

4. Notice of Final Decision

The unit employee shall receive written notice of a final decision at the earliest possible date following the ten (10) duty day reply period. The notice shall be signed and dated and shall:

- A. specify which of the reasons identified in the advance written notice have been supported and the reasons therefore;
- B. be made after consideration of any reply made on behalf of the employee;
- C. state the effective date of the action;
- D. specify the employee's right to file a grievance under the negotiated grievance procedure; and
- E. absent extenuating circumstances, be delivered to the employee and their representative before the effective date of the action.

e. Suspension of More than Fourteen Days

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

1. Issuance of Advance Notice. The unit employee will be given thirty (30) days advance notice of the proposed adverse action. The advance notice shall:
 - A. State, in detail, the reason(s) for the proposed action;
 - B. Provide the employee with a copy of the material relied upon for the proposed action;
 - C. Inform the employee of their right to reply orally or in writing, or both, within ten (10) duty days from receipt of the notice of proposed action, and the name and title of the official designated to hear an oral reply and/or receive a written reply;
 - D. State that a final decision of the proposed action will not be made until after receipt of the unit employee's reply or after the ten (10) duty day period, whichever comes first;
 - E. Inform the unit employee of the duty status they will remain in pending a decision on the proposed action; and
 - F. state that an extension to the reply period may be granted for justifiable reasons. Upon request, giving justifiable reasons, the Agency may grant an

extension of a reasonable amount of time. A request for extension must be submitted in writing to the deciding official prior to the expiration of the reply period.

2. The time limit for a reply shall not commence until the employee and/or representative have received the material described in section 3(e)(1)(B), above, and upon request giving justifiable reasons, the Agency will grant an extension of a reasonable amount of time. A bargaining unit employee is entitled to be represented by an attorney or other representative. If otherwise in a duty status, an employee against whom disciplinary action is proposed and their representative shall be entitled to a reasonable amount of official time, but not less than two (2) days, to prepare the reply, to prepare a response and to secure affidavits, medical documentation, and other documentary evidence.
3. An employee may be placed on excused leave or reassigned during the advance notice period at the option of the Agency. Such a decision is not grievable.
4. Notice of Final Decision. The unit employee shall receive notice of final decision at the earliest possible date following the notice period. The notice of final decision shall be signed and dated and shall:
 - A. specify which of the reasons identified in the advance written notice have been supported and the reasons therefore;
 - B. be made after consideration of any reply made on behalf of the employee;
 - C. state the effective date of the action;
 - D. state the employee's rights under the appropriate grievance and/or appeal procedures; and
 - E. absent extenuating circumstances, be delivered to the employee and their representative before the effective date of the action.
5. Stay of Removal Action. If the decision to remove an employee is grieved, the action taken will be in accordance with Article 33, Arbitrations. The removal will be stayed pending the completion of the grievance and the arbitration process.

Section 4. Crime Provision/Indefinite Suspension.

The Agency may, pursuant to the provisions of section 7513(b) of title 5, United States Code, reduce the 30-calendar day notice period of this Article when suspension or removal is initiated under that provision if the Agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed. In those circumstances, the Agency may require the employee to furnish any reply to the proposed action, to include affidavits and other documentary evidence in support of the reply, within seven (7) calendar days and may effect a decision once a reply is received or the reply period has expired.

In addition, if the Agency has reasonable cause to believe the employee has committed a crime for which the employee could be imprisoned, the employee may be placed on indefinite suspension in accordance with 5 C.F.R. 752.402.

Section 5. Rights of Trial (Probationary) and Temporary (NTE) Employees

The procedural rights described in Section 3(d) above do not apply to the discharge or separation of an employee during a trial (probationary) period, on a temporary appointment. However, if discharge is considered necessary, absent extenuating circumstances, a written notification will be given to the employee before affecting the discharge.

Section 6. Duty Status

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

Section 7. Notice Period.

In the event a notice period affecting an employee on a seasonal work schedule is not completed prior to the beginning of a recess period, at the election of the Agency, the affected unit employee may be carried in a duty status until the end of the notice period to complete the process. Otherwise, time limits do not run during any recess period in excess of four (4) calendar days on disciplinary actions affecting employees on a seasonal work schedule.

Section 8. Anti-Deficiency Act.

The procedural rights described in this Article do not apply in the event that bargaining unit employees are affected by an emergency furlough due to an absence of an appropriation from Congress under 31 U.S.C. § 1341.

Section 9. The Douglas Factors

Consistent with Section 5 of DoDEA AI 1426.01, dated October 14, 2021, the Douglas Factors, as set forth in *Douglas v. Veterans Administration*, 5 MSPB 313 (1981), must be taken into consideration by the employer prior to taking adverse action.

INITIALS:

DODEA: _____

OFT: _____

DATE: October 4, 2022

ARTICLE 31 - GRIEVANCE PROCEDURE

Section 1. Purpose.

The purpose of this Article is to provide a procedure for consideration and resolution of grievances. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, their performance, or their loyalty or desirability to the organization, nor shall it be regarded as an unfavorable reflection upon the Agency or its officials.

Section 2. Coverage.

- a. This procedure applies to unit employees and the Parties and shall be the exclusive procedure for resolving grievances that fall within its coverage.
- b. A grievance means any complaint:
 1. by a unit employee concerning any matter relating to the employment of that employee;
 2. by the Union concerning any matter relating to the employment of any unit employee(s);
 3. by a unit employee, the Union, or the Agency concerning:
 - A. the effect or interpretation or a claim of breach of this Agreement; or
 - B. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- c. This procedure shall not apply to any complaint concerning:
 1. any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities);
 2. retirement, life insurance, or health insurance;
 3. a suspension or removal under Section 7532 of Title 5, U.S. Code;
 4. the classification of any position which does not result in the reduction in grade or pay of an employee;
 5. separation during an employee's trial period;
 6. termination or expiration of NTE or temporary appointments; or

7. any examination, certification, or appointment.
- d. Matters covered under equal employment opportunity (EEO) statutes may be raised under the negotiated grievance procedure set forth in this Article, or under DoDEA EEO complaint procedures, but not both.

Section 3. Representation.

- a. A unit employee may present a grievance on their own behalf under this procedure provided that the Union is given the opportunity to be present during the grievance meetings. Any Union official may present a grievance under this procedure in accordance with Section 2(a) and 2(b)(2). Any resolution reached with the unit employee shall be consistent with the terms of this Agreement.
- b. No employee shall be required to meet with any administrator or supervisor at any step of the grievance procedure without representation.
- c. All grievance meetings will be held on duty time. Employees and their representatives shall be authorized a reasonable amount of official time to prepare and meet regarding grievances.

Section 4. Grievance Procedures

Step 1- School Principal

A bargaining unit employee and/or their Union representative may present any grievance to the School Principal within twenty (20) calendar days after the occurrence of a particular act or incident, or twenty (20) calendar days after the date the employee could have been reasonably expected to be aware of the act or incident leading to the grievance. A matter concerning a continuing violation may be raised at any time. The grievance must list the names (if known) of all employees affected, the specific basis for the grievance, and the relief sought. The School Principal will communicate their decision in writing within ten (10) calendar days of the presentation of the grievance. If the issue is not resolved to the employee's satisfaction at Step 1, or by the date a response was due but not received from the school principal, the grievant may proceed to Step 2.

Step 2 - District Superintendent

The unit employee(s) or their Union representative must present the grievance to the Europe South District Superintendent within ten (10) calendar days after the denial of the grievance at the Step 1, or the date such action was due.

(1) The Europe South District Superintendent, or their designee, shall issue a written decision within ten (10) calendar days from the date the written grievance was received. Such decision shall be transmitted to the grievant and the grievant's representative, if applicable.

(2) If the grievant has not received a written decision from the Europe South District Superintendent within the ten (10) calendar day period, the grievant may advance the grievance to Step 3 of this procedure.

Step 3 – DoDEA Europe Director of Student Excellence (Area Director) and Step for Initiation of Disciplinary Grievances

- a. When the grievance has not been resolved at Step 2, the grievant or their Union representative may submit their grievance to the Europe Director for Student Excellence (DSE) or their designee, within ten (10) calendar days.
- b. In the case of disciplinary or adverse actions (other than Letters of Reprimand), the employee shall initiate their grievance at the Step 3 within fifteen (15) calendar days of receipt of the decision on the disciplinary or adverse action.
- c. The DSE (or designee) will review the grievance and will issue a final decision within fifteen (15) calendar days from its receipt. Such decision shall be in writing and shall set forth the reasons for the decision. A copy of the decision shall be transmitted to the grievant and the grievant's representative, if any.

Section 5. Union/Agency Grievance Procedure.

The following procedure will be followed when processing grievances arising between the Union and the Agency:

- a. Union or Agency grievances may be filed at Step 3, the DSE/OFT District level by the respective officials.
- b. Union or Agency grievances must be filed within twenty (20) calendar days after the occurrence of a particular act or incident, or twenty (20) calendar days after the date the Agency or Union could have been reasonably expected to be aware of the act or incident leading to the grievance. A matter concerning a continuing violation may be raised at any time.
- c. Union or Agency grievances arising over the interpretation and/or application of this Agreement that are not related to a specific incident or occurrence may be filed at any time. Grievances filed under this subsection must contain sufficiently detailed information for the responding Party to have a reasonable opportunity to resolve the dispute.
- d. Upon receipt of a Union or Agency grievance, the Union or Agency, as appropriate, shall review, investigate, and furnish a final decision within fifteen (15) calendar days.

Section 6. Invocation of Arbitration.

If a party is not satisfied with a Step 3 decision, arbitration may be invoked by the grieving party. Written notice invoking arbitration must be served on the opposing 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.

Section 7. General Provisions.

- a. Time Limits
 1. All time limits in this procedure may be extended in writing by the mutual consent of the Parties.
 2. Both Parties agree to comply with the time limits established in the grievance procedure. Failure to comply with established time limits will serve as a basis for either party to advance the grievance to the next step or to reject a grievance.
 3. If the last day of a time limit falls on a Saturday, Sunday, federal holiday or any other non-workday, the last day of the time limit shall be the next employee duty day.
 4. Work Week / Timeliness. For the purposes of this Article, schools that use a different work week, (for example, in Bahrain, the Islamic workweek of Sunday to Thursday is used) the non-workdays used by that school will count as the Saturday and Sunday in computing timeliness.
- b. Cancellation. A non-monetary grievance affecting only one (1) employee shall be cancelled upon the death of the unit employee or upon their separation from the bargaining unit for reasons not connected with the grievance. In a non-monetary Union grievance filed on behalf of multiple employees, that portion of the grievance specific to an individual employee who has died or separated for reasons not connected with the grievance will be cancelled upon the employee's death or separation.
- c. Exercise of Rights. Under 5 U.S.C. §§ 7116 and 7121, employees may raise certain matters under this negotiated grievance procedure or under an applicable statutory procedure, but not both. For purposes of this Article, the employee or their representative shall be deemed to have exercised their option as to procedure when a timely written grievance under this procedure is filed; or a charge, appeal, or complaint under an applicable statutory procedure is initiated, whichever event occurs first.
- d. Protection from Reprisal. In exercising their right to seek resolution of grievances, employees and witnesses shall be free from restraint, interference, coercion, discrimination, or reprisal.
- e. In the event either party should declare a grievance to be procedurally non-arbitrable, the original grievance shall be considered amended to include this issue, provided it is timely raised. In this regard, the parties agree that questions of procedural arbitrability must be

raised by the responding party, in writing, no later than thirty (30) calendar days prior to the scheduled arbitration hearing date or will be considered waived. Substantive arbitrability challenges may be raised at any time. Arbitrability disputes will be considered by the arbitrator as a threshold issue.

INITIALS:

OFT: _____

DoDEA: _____

Date: October 7, 2022

ARTICLE 32
FACILITIES

Section 1. School Moves and Relocations of Classrooms.

a. Reassignment to a Different Classroom Within the School

When an employee is reassigned to a new classroom location at the direction of management and the contents of their classroom must be relocated, management has determined that the employee shall normally receive the following:

1. up to two (2) workdays of release time from assigned duties to accomplish the move. Additional release time may be granted at the discretion of the supervisor, if requested for movement of such facilities as, for example: a library, science lab, art room, computer lab, or kindergarten. The LUR and the principal or their designee are encouraged to settle disputes over the amount of time allotted to employees to complete their move or relocation before elevating the issue to a higher level;
2. bargaining unit members completing the packing/unpacking of teaching supplies, school supplies, and equipment before the allotted time will report their completion to the principal or designee after which the employee will return to their normal duties or, if the move was accomplished during a recess period or non-duty day and completed in less than a half duty day, the employee's workday will conclude, and the employee will be compensated a half day pay for that day;
3. employees shall receive packing materials and assistance with the physical move;
4. access to the school building during normal school hours;
5. employees approved for an employee requested voluntary room reassignment will not be provided any release time for the move; and
6. employees who are assigned to accomplish the move outside the duty day (e.g. after the duty day, weekend, recess period, etc.), shall normally receive up to two (2) days of pay at their prorated daily rate.

b. Closing/Opening of Schools:

In the event the Agency closes a school and all the employees and contents of the school are relocated to a new school, management has determined that each unit employee making such a move shall normally receive:

1. up to two (2) workdays of release time from assigned duties for packing their classroom. If requested, additional release time may be granted at the discretion of the supervisor;

2. up to two (2) workdays of release time from assigned duties to unpack and/or setup their classroom. If requested, additional release time may be granted at the discretion of the supervisor;
 3. Bargaining unit members completing the packing/unpacking of teaching supplies, school supplies, and equipment before the allotted time will report their completion to the principal or designee after which the employee will return to their normal duties or, if the move was accomplished during a recess period or non-duty day and completed in less than a half duty day, the employee's workday will conclude, and the employee will be compensated a half day pay for that day; and
 4. employees shall receive packing materials.
- c. Reassignment to a different grade level or subject within the school

When employees are reassigned to a different grade level or subject within their school, they will be provided a reasonable amount of release time for the relocation of Professional Books, Papers and Equipment (PBP&E).

Section 2. School Supplies.

- a. An equitable supply policy within the demands of the educational program shall be established by each school principal or designee. This policy will be made available to employees of the school. A supply briefing will be given to employees during orientation week or as needed.
- b. The LUR shall be provided the opportunity to give input to the principal or designee to consider in making the school supply policy.
- c. The Agency will provide assistance in reproducing or ordering supplemental materials as appropriate, with administrator or designee approval.

Section 3. Teacher Facilities.

- a. The Agency will provide employees with lounge facilities, teacher restrooms, a class A telephone, office equipment, and workspace within available resources. Internal school distribution boxes will be provided for each employee.
- b. Employee lavatory/toilet facilities, separate from student facilities, will be provided, where possible within the resources of the Agency.
- c. Day Care. Where childcare centers are provided by host military installations, the Agency shall make reasonable efforts to ensure that unit employees have access on an equitable basis as that established for other civilian federal employees assigned to the installation.

- d. **Parking.** The Agency will request the host activity to provide a general parking area within a reasonable distance of the school.
- e. **Secure areas.** The Agency shall make every reasonable effort to provide employees with a secure area for all valuables. Such an area may consist of lockable cabinet, locker, or safe.
- f. **Mailboxes.** Internal distribution boxes will be provided for each employee. When the employees' U.S. Mail is delivered to the school, mail shall be posted within a reasonable amount of time, excluding weekends and federal holidays.
- g. **Photocopy Machines.** The Agency shall make every reasonable effort to ensure that sufficient operational machines are available to employees for the execution of their instructional duties.
- h. **Lactation.**

The Agency will allow for reasonable time and provide suitable facilities for employees who are nursing for the purpose of expressing breast milk for their nursing child.

- 1. Employees shall be permitted reasonable time, utilizing existing workplace flexibilities (e.g. prep, lunchtime, reasonable breaks), to express milk for up to one (1) year after their child's birth each time such employee has need to express breast milk; and
- 2. a clean, comfortable private space, other than a bathroom, that is shielded from view and free from intrusion of others, to express breast milk. Such private space should, at a minimum, include:
 - A. a flat surface or table (not the floor);
 - B. a place to sit;
 - C. access to electricity (a transformer will be provided by the Activity, if needed);
 - D. a lockable door is preferred. If the facility does not have locking doors, displaying a "Do Not Disturb" sign is necessary;
 - E. if management chooses to designate a room exclusively for nursing, the room should be clearly labeled "Nursing Employees Room";
 - F. a trash can;
 - G. a separation wall, temporary separator, or door that can be used for privacy if the space is being used by more than one (1) nursing employee at the same time;
 - H. a refrigerator in proximity to the nursing location;

- I. a reservation system (sign-up sheet, dry-erase board, or an electronic calendar) which can be maintained by whoever is responsible for the designated nursing space;
- J. appropriate cleaning supplies;
- K. whenever possible or available, a sink with running water.

Section 4. Damage or loss of property.

- a. Employees shall make reasonable efforts to maintain security within the classroom to reduce theft. Upon becoming aware of loss, damage, or destruction of government property, the employee shall report said problem to the principal or designated authority.
- b. When personal property used in instructing is lost or damaged, employees will notify their principal or designee.
- c. When the principal or designee has been informed by the employee that there has been a loss or damage to personal property, that employee shall be referred to the appropriate agencies for assistance in obtaining repairs, replacements, or monetary reimbursement as allowed by law and regulation.
- d. Under normal circumstances, the employee shall not be responsible for the replacement or repair of government equipment.

Section 5. Security.

Except in compelling circumstances related to health, safety, or security, the agency shall not open cabinets, desks, drawers, or other storage areas used exclusively by an employee without the presence of the employee or LUR, or the employee's consent is otherwise obtained.

Section 6. Fire Drills.

The Agency will issue fire drill procedures at the beginning of each school year. Employees will ensure that all fire drill procedures are followed. Employees will be notified in advance of all planned fire drills. The Agency will make a reasonable effort to schedule fire drills during different time periods during the school day.

Section 7. Construction / Renovation.

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

Section 8. Custodial Services.

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

- b. Custodial Contract. A copy of the custodial contract will be posted in the faculty lounge and provided to the LUR.
- c. Poor Services. The LUR will inform the school principal or designee when, in their opinion, custodial services are not being performed in accordance with the terms of the custodial contract. The principal or designee will inform the LUR of what action, if any, has been taken within three (3) calendar days of being informed, upon request.
- d. Normally, employees shall not be responsible for performing custodial services.

INITIALS:

OFT: _____

DoDEA: _____

Date: September 28, 2022

ARTICLE 33 - ARBITRATION

Section 1. Policy.

Binding Arbitration shall be the procedure used for any grievance not satisfactorily settled under the negotiated grievance procedures.

Section 2. Arbitration Panel.

- a. The Parties agree to have a five (5) member arbitration panel. The Parties will jointly request from the Federal Mediation and Conciliation Service (FMCS) a listing of thirty (30) arbitrators. Such listing will request arbitrators who are members of the National Academy of Arbitrators and who are in FMCS Region 7 (or whatever successor Region includes Washington, D.C.). Any fee(s) charged for this service shall be shared equally by the parties. Upon receipt of the list, the Parties will strike names, with the Union striking ten (10) arbitrators first, then the Agency striking ten (10). From the remaining ten (10) names, each party shall strike arbitrators one at a time, alternating with the Union striking first until there are 5 arbitrators remaining.
- b. The Parties shall jointly notify the five (5) selected arbitrators requesting their acceptance of selection. Those declining shall be replaced by requesting the acceptance from the final list of 10, with request made in inverse order from the list of the last five (5) struck names. The Parties authorize no retainer fee for service on the panel.
- c. Arbitrators shall serve for a period equal to the number of years of the initial term of this Agreement. At the end of this period, either party may unilaterally choose not to retain an individual arbitrator or, upon mutual agreement, the entire panel may be replaced. For the removal of one arbitrator the procedures identified in 2.b above will be followed, if the entire panel is replaced, the procedures in 2.a above will be followed.
- d. Either party may unilaterally remove one arbitrator from the panel at any time during the term of the panel. Those arbitrators resigning from the panel during their appointment or whose appointments are revoked will be replaced. When a vacancy occurs, the Parties will jointly request from the Federal Mediation and Conciliation Service (FMCS) a listing of ten (10) arbitrators. Upon receipt of the list, the Parties will strike names, alternating with the Union striking first.
- e. The panel of arbitrators will be listed in order of selection for assignment of grievances.
- f. This panel will be used for all grievance - arbitrations, occurring during the term of the Agreement.

Section 3. Arbitration Scheduling.

- a. Grievances will be arbitrated in the order in which arbitration was invoked.

- b. Removal cases will advance to the top of the list of arbitration cases. If an arbitration round is scheduled between 60 and 90 days of the final decision to remove an employee, the grievance - arbitration case will be heard as the first case of the round. If an arbitration round is not scheduled within 60 to 90 days of the decision letter, another round will be held not earlier than 60 days from the date of the decision letter. The arbitrator scheduled for the next regularly scheduled round will be requested to set aside time to hear this case. If this arbitrator is unavailable, the parties will move down the list of approved arbitrators in the order in which they were selected for the panel until an arbitrator accepts this appointment.
- c. Assignment of grievances for hearing:
 - 1. Normally, no more than three (3) grievances may be assigned to one arbitrator at a time except under special procedures for removal actions (Section 3.b).
 - A. If fewer than three (3) cases are scheduled for the October round or for the January/February round, those rounds shall be cancelled and pending cases moved to the April/May round.
 - B. Absent the agreement of both parties, the last scheduled round for the school year shall not be cancelled if any case is still pending.
 - 2. Nothing shall prevent use of the arbitrator in Mediation (Section 13) in addition to their scheduled set of three (3) grievances for hearing.
 - 3. The Parties shall ask the panel of arbitrators to reserve dates throughout the school year in which to hear grievances.
 - 4. For the first year this Agreement is in effect, one arbitrator shall be asked to reserve dates for the first round to be scheduled in October of a given school year, the next arbitrator for the second round to be scheduled in January / February of a given school year, the next arbitrator for the third round to be scheduled in April/May of a given school year, and, for the Extraordinary Round to be scheduled (as per Section 3.c.6 with the arbitrator of the third round assuming authority over the Extraordinary Round.)
 - 5. In subsequent years, arbitrators shall rotate with the next arbitrator in rotation assigned to the date for the first arbitration round of the new school year and so on. Arbitrators shall be used in regular rotation.
 - 6. Extraordinary Round. If there are eight (8) or more cases pending for which arbitration had been invoked for one calendar year or more by the end of third arbitration round, an Extraordinary Round will be held. It is the intent of the Parties that no grievance - arbitrations shall be pending more than one calendar year from the date arbitration was invoked. Up to three (3) cases will be heard at the Extraordinary Round.

- A. This round shall be conducted no earlier than thirty (30) calendar days after the first reporting day for students at the beginning of the school year, but not in conjunction with the regularly scheduled first round of grievance-arbitrations.
- B. One (1) week shall be scheduled for hearing grievance cases eligible for the Extraordinary Round.

Section 4. Settlements.

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

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

- a. The cases that an arbitrator will hear will be identified not less than forty-five (45) calendar days prior to the first day of the scheduled hearing.
- b. Except for the Special Procedure of Removal Actions, if a grievance is identified to be arbitrated in an arbitration round, all grievances that were invoked for arbitration on dates prior to the date of invocation for this grievance, and have not been selected to be arbitrated in an arbitration round, will no longer be entitled to be arbitrated.

Section 6. Record of Hearing.

Either party may request a record of an arbitration hearing. If one party obtains a record at its own cost, the second party will not be entitled to receive or obtain said record or a copy thereof unless it is provided to the arbitrator. Such copy will be at no cost to the second party and will be provided to the second party upon receipt by the first party.

Section 7. Arbitrator fees.

- a. The fees and expenses of arbitration will be shared equally by the Parties.
- b. Cancellation Fees.

The selected arbitrator's terms regarding notice of cancellation will be followed and the parties shall share any cancellation fees equally.

Section 8. Arbitrator's Decision / Authority.

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

- b. Arbitrator's Authority.
 - 1. If the Parties are unable to agree on matters concerning the application of this Article, then, upon request of either Party, the arbitrator selected to hear the cases has the authority to resolve procedural disputes. The arbitrator has the authority to make procedural rulings which will effectuate proper and efficient labor management relations.
 - 2. In rendering a decision / award, the arbitrator has authority to:
 - A. Resolve questions of arbitrability;
 - B. Interpret and define the terms of this Agreement; and
 - C. Rule on the application of law and regulation to the Agreement and the Parties' obligations and responsibilities thereunder.
 - 3. The arbitrator shall have no authority to alter, amend, add to or subtract from the negotiated Agreement. They shall be bound by and must comply with all terms of the Agreement.
 - 4. The arbitrator may award reasonable attorney fees in accordance with the Back Pay Act.

Section 9. Expedited Arbitration Procedures.

- a. The Parties may establish alternatives to a full hearing. Two such options are:
 - 1. A bench decision whereby the Parties waive briefs and transcript. The arbitrator's written decision need not be long but must contain the arbitrator's rationale for the award.
 - 2. An argument of the issue of the grievance on written brief only, without hearing.
- b. The Mediation Procedures outlined in Section 13 of this Article for good faith attempts at resolution will be used.

Section 10. Witnesses, Grievants, and Representatives.

- a. Witnesses who are employees shall suffer no loss of pay or leave for so serving, if otherwise in a duty status. These witnesses shall receive reasonable amounts of release time for preparation and sufficient release time to present their testimony.
- b. The grievant(s) shall be granted a reasonable amount of preparation time and be on official time for the entire length of the hearing.

- c. A local representative named by the Union, will be granted a reasonable amount of preparation time and official time to attend the entire hearing.
- d. Witnesses, grievants and representatives who are DoDEA unit employees and do not reside at the hearing site will be authorized official time, transportation to the hearing site and per diem at the Agency's expense. When witnesses are outside the commuting area the Parties will attempt to obtain testimony without requiring them to travel.

Section 11. Reducing Costs.

The Parties will strive to reduce the costs of arbitration.

Section 12. Hearing Site.

The parties will jointly agree to the hearing site when scheduled arbitrations include grievances from multiple locations, otherwise an arbitration hearing will be held at the site giving rise to the grievance; however, to reduce costs and in the interest of efficiency, the hearing site may be changed by mutual consent. If mutual consent cannot be reached the arbitrator may be requested to determine the hearing site. The location of hearings for class action and policy grievances will be the Europe South District Superintendent's Office location, unless otherwise mutually agreed. The Parties may mutually agree to conduct hearings virtually, utilizing MS Teams, Government Zoom, or other software platform. Absent the express permission of both parties to conduct a removal hearing virtually, such hearings shall be in person.

Section 13. Mediation Procedures / Process.

- a. The purpose of Mediation is to reduce litigation, reduce cost, and achieve timely and satisfactory resolution to grievances.
- b. Procedures.
 - 1. If possible, the Union will notify the Agency thirty (30) days prior to the arbitration round of which cases they wish to attempt resolution through this informal mediation process. The Union may send the grievant's file to the arbitrator prior to the scheduled hearing.
 - 2. The parties shall use the arbitrators from the panel.
 - 3. If requested by either party, an arbitrator shall set aside one day, while conducting arbitrations, to act as a mediator only for cases in which the arbitrator will not later be serving as the arbitrator. Mediations may be conducted virtually if the Parties have chosen to conduct a virtual arbitration.
 - 4. No more than three (3) grievances in sequence following the grievances being heard at a given arbitration round, shall be presented by the parties for mediation.

5. At the conclusion of a case's mediation, the arbitrator shall render a non-binding oral advisory opinion on the merits of the case. The arbitrator will not have the authority to compel the resolution of a grievance.

c. Limitations.

1. Absent the express permission of the parties, the arbitrator will not serve as the arbitrator and shall not arbitrate the same grievance previously heard at mediation.
2. If no settlement is reached at mediation, the parties are free to arbitrate. None of the mediation or settlement attempts, with regards to offers or concessions made, can be used if a case goes to arbitration. In this regard, nothing said or done by the mediator may be referred to at arbitration, and nothing said or done by either party at mediation may be used at arbitrations.
3. Both Parties agree that this procedure will only be utilized during the arbitration round. If the arbitration round is bypassed, the mediation process will not be utilized until the next arbitration round is conducted. The Parties agree that informal settlement discussions will continue during the intervening time between arbitration rounds.
4. Both Parties agree that this procedure will not be utilized if any additional costs will be incurred, beyond the normal and expected costs incurred for the arbitration round.
5. This procedure will begin with the first round of arbitration after this Agreement goes into effect.

INITIALS:

OFT: _____

DoDEA: _____

DATE: October 6, 2022

ARTICLE 34 - VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Coverage.

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

Section 2. Employee Responsibility.

- a. An employee may authorize an allotment from their pay for the payment of Union dues provided the employee meets all the following requirements:
 - (1) the employee has voluntarily completed Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.
 - (2) the employee is in the unit represented by the Union for which the employee authorized payroll withholding of Union dues.
- b. Employees may revoke their dues withholding by submitting an SF-1188 to the servicing personnel office. Per 5 U.S.C. 7115, a voluntary revocation of dues withholdings may not be effected for a period of one (1) year after authorization by the employee. Dues revocation requests received by the union (timely or untimely) will be forwarded to the servicing personnel office.

Section 3. Union Responsibility. The Union will:

- a. notify the appropriate finance office(s) of the names and titles of officials authorized to make the necessary certification of Standard Form 1187 and the name and address of the person or financial institution to whom the allotment should be made.
- b. notify the appropriate finance offices/s of the amount of dues to be withheld each pay period and the number of pay periods dues shall be withheld.
- c. Union will make an employee whole for dues erroneously withheld by a finance office and received by the Union.

Section 4. Employer Responsibility.

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

- (1) processing voluntary allotment of dues in accordance with this Agreement;
 - (2) withholding dues on a biweekly basis;
 - (3) notifying the Union when an employee is not eligible for an allotment;
 - (4) withholding new amounts of dues upon certification from the authorized Union official.
 - (5) transmitting allotment to the person and/or organization designated by the Union together with a list of the locations and names of employees for whom deductions were made, the amount withheld and total deducted and a copy of all revocation notices (Form 1188) received by the payroll office(s).
 - (6) ensuring that allotments continue to be withheld when an employee transfers within the bargaining unit, provided the employee continues to be otherwise eligible. Employees are not required to complete a new Form 1187 each year but shall continue so long as they are in the bargaining unit or a revocation notice is properly submitted.
- b. When a "Not-to-Exceed" (NTE) employee is on dues withholding, the employee shall continue on dues withholding when converted to an Excepted Service position.
 - c. The Agency shall make the Union whole for any dues lost through dues withholding process due to government error as provided for by law.
 - d. When the Union determines that there is a need to meet with the Agency and / or the servicing finance offices, the Union designated representative will be granted a reasonable amount of time to meet with appropriate officials to resolve the problems. The Union representative dealing with dues withholdings is authorized the use of all communications media from within the Region that is provided for by this contract.

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

Action	Effective Date
a. Starting dues withholding	<ul style="list-style-type: none"> 1. Beginning with the fourth pay period after the reporting date of employees and of receipt of properly executed and certified Standard Form 1187. 2. If an employee submits a

Standard Form 1187 after the fourth pay period, dues withholding will begin with the pay period following the receipt of a Standard Form 1187.

b. Change in Amount

Beginning of first full pay period after receipt of certification in finance office.

c. Revocation by employee

In accordance with Section 2b. of this Article.

DoDEA: _____

OFT: _____

Date: January 12, 2022

ARTICLE 35 - INVESTIGATIONS

Section 1. Rights of Employees.

- a. The Employer will inform employees of their right to request and receive representation before any disciplinary and/or adverse action is imposed or an investigation, examination or review is conducted which they have reason to believe could lead to disciplinary or adverse action, in accordance with Article 2, Section 3.b.
- b. If the employee requests a specific Union representative for an examination that they believe may lead to discipline and the Union representative is not available, the meeting will be postponed for a reasonable amount of time until representation is available. The Agency and the Union will make a reasonable effort to provide another Union representative if the requested Union representative is not available. However, if the matter to be investigated involves a lost child, or some other matter involving imminent danger to a student, the Agency shall not be required to delay the questioning for a specific Union representative.
- c. Notwithstanding an employee's constitutional right against self-incrimination, employees are obligated to cooperate in investigations conducted by DoDEA.

Section 2. Management Inquiry (Pre-Action Investigation).

- a. A Management Inquiry (also known as a Pre-Action Investigation or administrative inquiry) is the gathering of facts and information pertaining to an employee's conduct. When conducted by Agency officials, a Management Inquiry can help determine if disciplinary action is appropriate.
- b. A Management Inquiry is neither discipline nor a corrective action.
- c. The Employer recognizes the importance of completing an investigation of an employee in as timely a manner as practicable. When an employee has been advised that they are/were the subject of an investigation, and a determination is made not to propose disciplinary action, the Employer will issue the appropriate letter (i.e., clearance or closed without action) to the employee within a timely fashion, normally within thirty (30) days of when the case involving the employee is closed.
- d. Unless it compromises the integrity of the investigation, upon request, witnesses who are unit employees shall be permitted to have a union representative present during questioning.

Section 3. Rights of Union Representatives in Investigations and Examinations.

The rights of the Union representative include but are not limited to the following:

- a. advising the employee (without answering on the employee's behalf),

- b. clarifying questions and answers,
- c. assisting the employee in presenting evidence,
- d. suggesting other employees who have knowledge of relevant facts.
- e. Allow reasonable time to confer with employee prior to the start of the interview.

The Union representative may not instruct the employee not to answer questions.

Section 4. Official Time.

In conjunction with an investigation, if requested, the employee and Union representative will receive a reasonable amount of official time as appropriate.

INITIALS:

DODEA: _____

OFT: _____

DATE: October 3, 2022

ARTICLE 36 DURATION

Section 1. Effective Date and Duration of the Agreement

a. Effective Date

This Agreement will become effective thirty-one (31) days from execution or agency head approval, whichever occurs first.

b. Implementation Date

The parties agree to implement this Agreement on August 1, 2023, unless mutually agreed otherwise. If the effective date occurs after August 1, 2023, the Agreement will be implemented on first day of the semester following the effective date. All practices set forth in the prior agreement will continue to apply between the effective date and the implementation date of this Agreement.

c. Expiration Date

The initial term of this Agreement shall commence as of the date set forth in subsection a. of this section and shall end at 23:59 hours Central European Time (CET) on 31 December 2028.

Section 2. Extension of Agreement

a. Either party may provide written notice of at least sixty (60) but not more than one-hundred and eighty (180) calendar days before the expiration of this Agreement, or the anniversary date thereof, of its desire to engage in bargaining for a new agreement.

b. In the event such notice is submitted, the Union shall submit written notice to the Chief, LMER HQ (or designee) and the Agency shall submit written notice to the District Union Representatives. The terms and conditions of the Agreement shall remain in full force and effect until bargaining is concluded and new provisions are executed and approved, in accordance with 5 U.S.C. § 7114(c).

c. If neither party serves written notice of its intent to renegotiate this Agreement, it shall be automatically extended for one-year periods.

Section 3. Distribution of Agreement

a. An electronic copy of this Agreement will be posted on the DoDEA website.

- b. Three hundred (300) printed copies of this Agreement shall be prepared and costs for the printing shall be shared equally by the parties. Two hundred (200) of these printed copies shall be provided to the Union and one hundred (100) copies to the Agency.
- c. The Agency shall provide bargaining unit employees with the website URL for this Agreement via e-mail to their DoDEA e-mail address as soon as is practicable after it becomes effective and the contract format/design has been agreed upon.
- d. The Agency shall provide all bargaining unit employees who are new to the Europe South District the website URL for this Agreement via e-mail to their DoDEA e-mail address within thirty (30) days of assignment.

Section 4. Contract Format and Design

- a. The Agreement will contain an index which has multiple listings and shall include article, section, and page numbers for each listing.
- b. The design of the electronic and printed versions of this Agreement will be mutually agreed upon.

INITIALS:

OFT: _____

DoDEA: _____

Date: October 7, 2022

ARTICLE 37
MEMORANDA OF UNDERSTANDING

This Agreement does not extinguish existing memorandums of understanding (MOU) between the parties. Such MOUs will survive for the period of time identified therein unless in conflict with or extinguished by this Agreement. MOUs that implemented regulations, manuals, or administrative instructions that have been cancelled, revoked, or revised prior to the effective date of this Agreement shall not continue.

INITIALS:

OFT: _____

DoDEA: _____

Date: October 17, 2022



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY,
DEPARTMENT OF DEFENSE DEPENDENT SCHOOLS
(Agency)

and

OVERSEAS FEDERATION OF TEACHERS, AFT, AFL-CIO
(Exclusive Representative)

Corrected Copy
CASE NO. WA-RP-22-0018

AMENDMENT OF CERTIFICATION

Pursuant to the provisions of Chapter 71 of Title 5 of the United States Code, and the Rules and Regulations of the Federal Labor Relations Authority, the Department of Defense Education Activity, Department of Defense Dependent Schools filed petition seeking to amend the description of the bargaining unit.

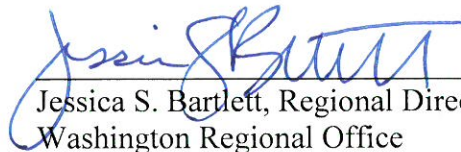
On May 31, 2022, I issued a Decision and Order finding the Certification granted to the Overseas Federation of Teachers, AFT, AFL-CIO on June 22, 1982, in Case No. 3-RO-55, may be amended as the parties have agreed in their joint stipulation. The parties have waived their right to file an application for review of the Decision and Order.

Pursuant to the authority vested in the undersigned,

IT IS HEREBY CERTIFIED that the Overseas Federation of Teachers, AFT, AFL-CIO is the exclusive representative of the following unit:

Included: All professional, school-level personnel employed by the Department of Defense Education Activity, Department of Defense Dependents Schools, Europe South District.

Excluded: All substitute teachers, nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).



Jessica S. Bartlett, Regional Director
Washington Regional Office

Dated: June 14, 2022

OFT: _____

DoDEA: _____

Official Time Request Form

To (Supervisor):

I hereby request _____ hour(s) of official time on (date) _____ for representational duties pursuant to Article 9 §§ 4f and 8 of the OFT/DoDEA CBA.

Name of Unit Employee or Union Representative:

Date of request:

Representational duties to be performed are (Check Applicable):

- (DAI OHO Code = BA) Term Negotiations
- (DAI OHO Code = BB) Mid-Term Negotiations
- (DAI OHO Code = BK) Dispute Resolution proceedings before FLRA during time employee would normally be in a Duty status
- (DAI OHO Code = BD) General labor management relations (e.g., employee-initiated grievances, appearing at a witness in any grievance proceeding, preparing for term or mid-term bargaining, formal meetings, or other union representational activities not included in BA, BB or BK).

Unit Employee or Union Representative signature

To be completed by supervisor.

- Approved Disapproved

Supervisor Signature:

Date:

INITIALS:

DODEA: _____ OFT: _____

DATE: October 24, 2022

School Year (Enter School Year) Intent Form

The information on this Intent Form is used by the administration to help plan staffing for next school year, (Enter School Year). However, it is your **intent only, it is not binding**. Please mark your choice(s) in **Priority Order** using 1, 2, 3 etc. with 1 notating your first choice. If you only have one choice, place a 1 by that choice and don't place any other numbers.

PLEASE COMPLETE AND RETURN THIS FORM TO THE PRINCIPAL NLT, (Enter Day, Month and Year). THANK YOU.

Your Name: _____

Current Assignment: _____

School Name: _____

____ Remain in present position.

____ Apply for Leave Without Pay (LWOP).

____ Resign

____ If NTE (Local Hire) provide Sponsor's

____ Retire

DEROS _____

____ Apply for Voluntary Early Retirement (VERA) or Voluntary Separation Incentive Pay (VSIP), if offered by DoDEA.

Remain at location, but request a change in position, please specify:

Feel free to provide a brief narrative of your intent if it would help to clarify the above.

Employee Signature

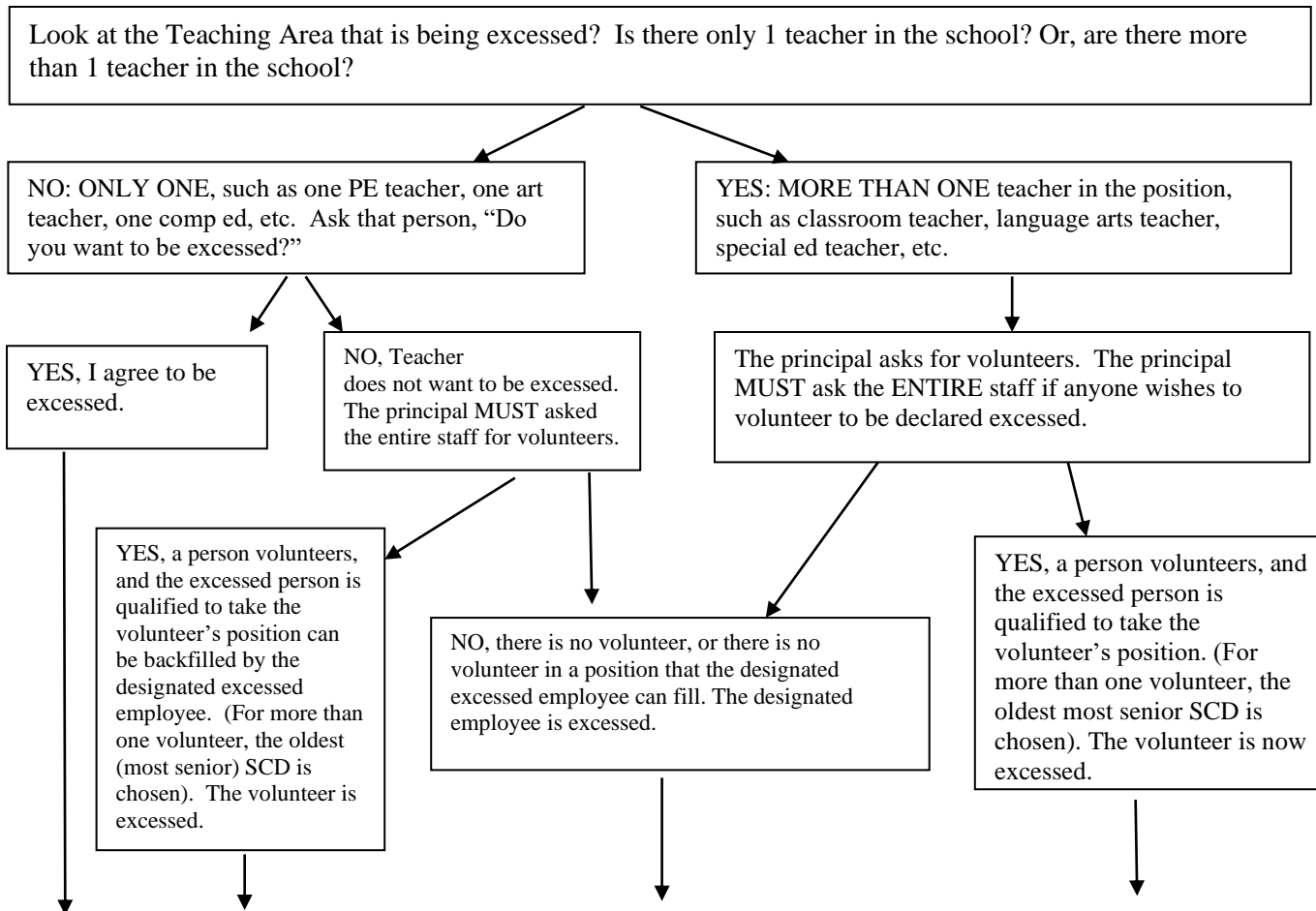
Date

School Level Excessing Guidance Flow Chart

APPENDIX D

Admin looks at the Staffing Authorization Document to create master schedule and determines the employees to be excessed. Use inverse (least senior) SCD to identify excess educator(s). Admin then determines if there are vacancies in other areas to which the excessed employee(s) may be assigned. If yes, the excessed employee(s) are assigned to the vacancy. If no, continue below to positions held by NTEs.

If any continuing subsequent SY NTE positions in the school can be used to resolve the overstaffing issue, then NTE positions will be used for placement, starting with the least senior NTE. If there are no NTE's in the school or the NTE position does not resolve the overstaffed area, then you will use the chart below to determine excess employees.



Excessed Employee	Current Assignment	Certifications	SCD
NTE Employee	Current Assignment		SCD
Volunteers	Assignment(s) for Next SY	Certifications	SCD

ARTICLE 15 – APPENDIX D

INITIALS:

DODEA: _____ **OFT:** _____ **DATE:** _____

EUROPE SOUTH DISTRICT REASSIGNMENT QUESTIONNAIRE

1. Name: _____
2. Last 4 SSN#: _____
3. Leave, Service Computation Date (SCD), Block 31 on Form 50: _____
day month year
4. Present School Assignment: _____
5. If your spouse is excessed, do you wish to be considered with your excessed spouse for schools within commuting distance:
 - a. If so, list spouse's name: _____
 - b. Spouse's present school: _____
 - c. Teaching categories for which spouse is qualified according to current School Year (SY) standards: _____
 - d. Spouse's Leave SCD, Block 31 on Form 50: _____
day month year
6. List teaching categories in order of placement preference for which you are qualified according to current SY standards. (Use a separate sheet if necessary.)
(1) _____ (2) _____ (3) _____ (4) _____
(5) _____ (6) _____ (7) _____ (8) _____
7. Please indicate your priority for schools in which you would want to be placed, i.e., 1 -1st Choice, 2 -2nd Choice, etc. It is important that you rank ALL OPTIONS.

Employees will be placed as follows:

- a. Employees will be placed in locations based on numbered preferences.
- b. If not placed in a listed preferred location, employees will be placed in Italy or Spain.
- c. If not placed in Italy or Spain, employees may be placed in Ankara or Bahrain.

___ Ankara Unit	___ Aviano ES	___ Aviano MHS
___ Bahrain ES	___ Bahrain MHS	___ Livorno EMS
___ Naples ES	___ Naples MHS	___ Rota ES
___ Rota MHS	___ Seville EMS	___ Sigonella ES
___ Sigonella MHS	___ Vicenza ES	___ Vicenza MS
___ Vicenza HS		

Signature

Date

ARTICLE 15 – APPENDIX E

INITIALS:

DODEA: _____ **OFT:** _____ **DATE:** May 19, 2022

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE OVERSEAS FEDERATION OF TEACHERS, AFT, AFL-CIO
AND
THE DEPARTMENT OF DEFENSE EDUCATION ACTIVITY

The Overseas Federation of Teachers, AFT, AFL-CIO (hereinafter, OFT) and the Department of Defense Education Activity (hereinafter, DoDEA)(together, the Parties) hereby agree to the following Memorandum of Understanding (hereinafter, MOU or Agreement) concerning a contract signing bonus:

Each bargaining unit member employed on the date of implementation set forth in Article 36 § 1b of the Parties' successor collective bargaining agreement (hereinafter, CBA or Agreement) shall receive a one-time salary bonus of five-hundred (500) dollars, payable within thirty (30) days of the implementation date of the Agreement.

FOR THE DEPARTMENT OF DEFENSE
EDUCATION ACTIVITY:

FOR THE OVERSEAS FEDERATION OF
TEACHERS, AFT, AFL-CIO:

Alexa Rukstele, Chief, LMER

Linda Hogan, President