

# NEGOTIATED AGREEMENT

Between

Domestic Dependent and Secondary Schools-Puerto Rico

**DDESS-PR**

And

Antilles Consolidated Education Association

**ACEA**

**DDESS-PUERTO RICO-ACEA  
COLLECTIVE BARGAINING AGREEMENT  
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## ARTICLE 1

### PREAMBLE AND PURPOSE

*Section 1. **Parties and Purpose.*** This Agreement is executed by the Parties described below pursuant to policy set forth in the Federal Service Labor-Management Relations Statute, 5 USC Chapter 71 (hereinafter Chapter 71). This Agreement is between the Antilles Consolidated Education Association, hereinafter referred to as the “Association or ACEA”, and the Department of Defense Domestic Dependent Elementary and Secondary Schools (DDESS)-Puerto Rico, hereinafter referred to as the “Agency”, the “Employer” or “DDESS-PR”. The intent and purpose of this Agreement is to promote an efficient School District and well-being of unit employees; to establish a basic understanding relative to personnel policies and procedures and matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest and concern.

*Section 2. **Public Interest.*** The Parties recognize 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 interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment. Moreover, the public interest demands the highest standards of employee performance and reciprocally respectful and expert supervisory behavior. Furthermore, the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance when accompanied by competent, loyal and mature management oversight leads to the efficient accomplishment of the operations of the government.

*Section 3. **Policy.*** Therefore, the Parties recognize that labor organizations and collective bargaining in the civil service are in the public interest. The Parties further recognize that the purpose of Chapter 71 is to prescribe certain rights and obligations of the employees of the Federal government, and to establish procedures which are designed to meet the special requirements and needs of the government. Such provisions should be interpreted in a manner consistent with the requirements of an effective and efficient government. In recognition of the respective rights and obligations of the parties, the Association and the Employer agree that the provision of quality education of the children in DDESS-PR is their shared goal and that achievement of this goal cannot be realized without provision for, accessibility to and effective use of adequate resources or capable and dedicated teachers who recognize their professional responsibilities and whose rights and aspirations, both collective and individual, are recognized by the School District.

*Section 4. **Mission.*** It is understood by and agreed between the Parties that the primary mission of the Department of Defense Domestic Dependent Elementary and Secondary Schools (DDESS), and the DDESS Puerto Rico District, is to provide its students the highest quality of education possible within its resources.



**ARTICLE 2**  
**EXCLUSIVE RECOGNITION**

The Agency hereby recognizes the Association as the exclusive bargaining agent and representative of all employees in the unit identified by FLRA Case Number 37-1422(RO), Certification of Representative, dated 12/19/1974, as amended by FLRA Case Number WA-AC-30038, Amendment of Certification, dated 08/15/1995. Any successor unit certificate issued by the FLRA will automatically amend the bargaining unit description. The representation certificates identified above are attached at Appendix A.





## ARTICLE 3

### CONDITIONS OF THE AGREEMENT

#### **Section 1. Laws, Regulations, Policies, and Prior Agreements.**

a. It is understood and agreed to by the Parties that in the administration of all matters covered by this Agreement, except as otherwise specifically provided for within this Agreement, (or 5 U.S.C 7116 (a) (7)), the Agency, the Association, and the Agency's employees are governed by applicable laws and regulations. In the event of a conflict between a DoD/DoDEA/DDESS/Puerto Rico District policy/regulation and a provision of the Agreement, this Agreement shall take precedence. The Parties further agree that no provisions or terms of this Agreement may be amended, modified, altered, or waived except by written document duly executed by authorized representatives of the Agency and the Association.

b. All memoranda of agreement (MOA) and/or memorandums of understanding (MOU) between the Parties as listed in Appendix R to this Agreement will continue in full force and effect for the duration of this Agreement, unless sooner extinguished by mutual agreement or operation of law. All other MOAs/MOUs considered and discussed by the Parties during the negotiation of this Agreement are hereby extinguished. If a MOA/MOU not listed in Appendix R is subsequently discovered, the Parties agree to meet and resolve its status.

**Section 2. Future Bargaining.** The Parties agree to engage in mid-term bargaining, as described in Article 7, over all otherwise negotiable matters not reasonably covered by or contained in this Agreement.

**Section 3. Continuation of Grievances Under Local Collective Bargaining Agreements.** All grievances filed prior to the effective date of this Agreement will continue under the terms and conditions of the prior DDESS-PR/ACEA collective bargaining agreement.

#### **Section 4. Distribution of the Agreement.**

a. This Agreement will be processed in final format by the Agency. Following Agency head review in accordance with 5 U.S.C. § 7114(c), the Agreement will be reproduced, and costs of reproduction will be borne by the Agency. The Agency will distribute copies (compact disk) of the Agreement to all current and future bargaining unit members. The Association President shall be provided 25 copies of the Agreement upon initial distribution. The Agency further agrees to post the Agreement on the DDESS Intranet, Human Resources Labor Relations Webpage, currently: <http://intranet.am.dodea.edu/HR/LaborRelations/lrhome.html>

b. Whenever a Memorandum of Agreement is signed by the Parties that amends this collective bargaining agreement, a copy of the addendum will be posted on the above mentioned Webpage and the Agency will send each bargaining unit member an email with the link, as soon as possible after reaching the Agreement. The addendum will then be added to the Agreement, and each copy of the Agreement provided thereafter to employees will include a copy of the addendum.

**Section 5. Communication and Transmittal of Documents.**

a. Oral and/or electronic transmission of thoughts, ideas, positions, etc. is beneficial to the overall relationship of the Agency and the Association.

b. Unless otherwise specified elsewhere in this Agreement, the Parties agree that documents, memos, MOUs, correspondence, notifications, etc., may be transmitted by any of the following methods: hand delivery or courier delivery with signed acceptance of receipt, and or mail.

## **ARTICLE 4**

### **PERSONNEL RECORDS**

#### **Section 1. General Provisions.**

a. Only documents or data authorized by Office of Personnel Management (OPM) regulations shall be retained in the employee's Official Personnel File (OPF). Only one OPF shall be kept for each unit member. Upon written request, a copy of the OPF will be furnished to the employee.

b. In addition to the OPF, the Agency reserves the right to maintain employee file(s) at the DDESS Headquarters, DoDEA Personnel Center, DDESS Puerto Rico District, and/or supervisory levels. Upon written request, the Agency will notify the employee of all files retained on said employee.

c. Information contained in the OPF or any employee file(s) will be made available to authorized persons only for official use as provided by applicable law, rule, or regulation.

d. Any employee has the right to request in writing that a document(s) be removed from his/her employee file. The Agency will respond expeditiously in writing to any such requests.

e. Records of admonishment and letters of caution, warning or requirement, shall not be placed in the employee's OPF.

f. Letters of reprimand, and any response(s) thereto, shall be removed from the employee's OPF not later than two years from the date of the letter of reprimand, but may be removed earlier at the supervisor's discretion.

#### **Section 2. Employee Review Procedures.**

a. Employees are encouraged to retain any personnel-related documents and to maintain their own unofficial personnel file.

b. If the employee needs basic personnel information from the OPF that is normally available to an employee (*i.e.*, experience history, performance appraisal information, training documents, etc.), the employee will obtain this information upon request through his/her Principal or through the Human Resources Office, DDESS Area Service Center. Employees are encouraged to utilize this option prior to requesting access to their OPFs.

c. If an employee desires to review specific documents in his/her OPF, he/she should contact the local HR Site Liaison and/or the DDESS Area Service Center, Human Resources Office.

d. Employees will have access to, and are authorized to have copies of, documents in their employee file(s) as provided by applicable law, rule, or regulation.

**Section 3. Human Resources Counseling.** The Agency agrees that a representative from the Human Resources Office, DDESS Area Service Center, will visit the DDESS Puerto Rico District annually and provide counseling on such matters as: Worker's Compensation; life insurance; health benefits; retirement; etc.



## ARTICLE 5 AGENCY RIGHTS

**Section 1. Statutory Rights, Subsection (a) of Section 7106 of Title 5 United States Code.** Nothing in this Agreement shall affect the authority of any Agency official:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and
- b. In accordance with applicable law—
  - (1) To hire, assign, direct, layoff, and retain employees of the Agency, or to spend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from (i) among properly ranked certified candidates for promotions; or (ii) any other appropriate source, and
  - (4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

**Section 2. Statutory Rights, Subsection (b) of 7106 of Title 5 United States Code.** Nothing in this Agreement shall preclude the Agency and the Association from negotiating:

- a. at the election of the Agency, on the numbers, types, and grades of the employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. procedures which Agency officials will observe in exercising any authority under this section; or
- c. appropriate arrangements adversely affected by the exercise of any authority under this section by such Agency officials.

**Section 3. Designation to Act for the Agency.** The Agency retains the right to designate the officials who will take action on its behalf with regard to bargaining unit members. The use of "principal," "superintendent," "assistant principal," and other titles of specific Employer officials throughout this agreement recognizes that the Agency has historically chosen to designate these readily identifiable officials to take certain actions with respect to employees. The use of these terms in this Agreement does not bind the Employer to continue designating any particular Agency official to perform any particular task.

**Section 4. Emergencies.** Whenever the Agency, or higher authority, declares an emergency which results in a provision of this negotiated agreement, or any other existing memorandum of agreement between the Parties, from being carried out, the Association will be informed by the Superintendent of the reason for the emergency unless security considerations preclude releasing such information.



## **ARTICLE 6**

### **ASSOCIATION RIGHTS**

*Section 1. **Exclusive Representative.*** The Association is recognized as the exclusive representative of the employees in the unit described in Article 3 and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Association recognizes the responsibility to represent fairly and equitably the interests of all employees within the unit with respect to grievances, personnel policies, practices, or other matters affecting their general conditions of employment, without discrimination and without regard to Association membership. The Association retains all bargaining rights provided under Chapter 71 of Title 5, United States Code.

*Section 2. **Weingarten Rights.***

- a. The Association shall be given the opportunity to be present at any examination of a bargaining unit employee by a representative of the Agency concerning an investigation if:
  - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee;
  - (2) The employee requests representation.
- b. The Agency shall inform unit employees of their Weingarten rights by annually posting (in September) a notice on bulletin boards at each school. All new employees will receive notice at the time of hiring.
- c. If the bargaining unit member requests Association representation, by an ACEA attorney, or a local Association representative or both, no questioning will take place until the Association has been given at least twenty-four (24) hours to confer privately with the bargaining unit member. In no event will the bargaining unit member be permitted to delay questioning beyond twenty-four (24) hours. However, if the matter to be investigated involves a lost child, bomb/terrorist threat, or some other matter involving imminent danger to students, faculty, and/or staff, the Agency shall not be required to delay the questioning.
- d. The Parties understand that the Association shall inform the Agency of the identity of the local Association representative who will attend the Weingarten meeting.

*Section 3. **Formal Discussion Rights.***

- a. **District /School Building/Worksite Level.**
  - (1 )The Association shall be given the opportunity to be represented at any formal discussion whether held at the District, school, or worksite level (which may include, for example, committees, meetings, groups, and training) between one or more representatives of the Agency and one or more unit employees or their representatives concerning any grievance, any personnel policy or practices, or other general conditions of employment. Whenever possible, prior to the Agency initiating any formal discussion involving resolutions of grievances or discussions of personnel policies, practices, or other general conditions of employment, the Association shall be given twenty-four (24) hours advance written notification.



Oral notification will be provided in the event that a twenty-four (24) hour advance written notification is not possible.

- (2) The Parties understand that the Association shall inform the Agency, before any meeting herein described, of the identity of the Association representative who will attend the meeting. The Association representative shall be authorized official time as provided for in Section 10. of this Article, during the time the employee would otherwise be in a duty status.

**b. DDESS/DoDEA Level.**

- (1) The Association shall be given the opportunity to be represented at any formal discussion (which may include, for example, committees, meetings, groups, and/or training) between one or more representatives of the Agency and one or more unit employees or their representatives concerning any grievance, any personnel policy or practices, or other general conditions of employment whether at the DDESS or DoDEA level.
- (2) The Parties understand that normally the Association representative will be the ACEA President for meetings at the DDESS or DoDEA level. The Parties also understand that the Association shall inform the Agency, before any meeting herein described, of the identity of the Association representative who will attend the meeting.
- (3) Prior to the Agency initiating any formal discussion involving resolutions of grievances or discussions of personnel policies, practices, or other general conditions of employment, the Association shall normally be given ten (10) calendar days advance written notification.
- (4) If travel is required, travel expenses, including per diem, will be paid in accordance with the JTR.

**Section 4. Association Officers and Representatives.**

a. The Agency shall recognize the Association as the exclusive representative of its professional bargaining unit employees and, during the new teacher orientation and initial school district and school building faculty meetings of each new school year, shall announce the names of the elected and designated officials of the Association.

b. At the building level, the Faculty Representative (FR) will normally be the Association representative. However, the Association President, or his/her designee, may designate another bargaining unit member from the same commuting area for representational functions.

c. Association officers and representatives visiting DDESS Puerto Rico schools to which they are not assigned will follow the security and visitor rules and procedures established by the Agency.

d. The performance of statutorily protected representational activities by any ACEA bargaining unit employee, including approved absence for such activities, shall not have a negative effect on that employee's performance evaluation.

**Section 5. Information Requests Under Subsection (b)(4) of Section 7114, Title 5, United States Code.** The Agency recognizes the Association's right to information under 5 U.S.C. 7114(b)(4). The Parties agree that all such requests for information by the Association will be in

writing (per the format in Appendix B) and will articulate why the Association needs the requested information, including the uses to which the Association will put the information and the connection between those uses and the Association's representational responsibilities. All such requests meeting the above-stated criteria will be processed by the Agency within ten (10) workdays. The Agency further agrees to provide to the Association, without charge and to the extent not prohibited by law, all such data and information normally maintained by the Agency in the regular course of business, which are reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining, and which do not constitute guidance, advice, counsel, or training provided for Agency officials or supervisors, relating to collective bargaining. If the Agency needs clarification of a request for information or needs to communicate countervailing anti-disclosure interests on employee privacy concerns, it will do so in writing.

**Section 6. Announcements at Faculty Meetings and Orientations.**

- a. The Association will be afforded the opportunity to make a presentation of not more than ten (10) minutes during the initial school district, and school building meeting, of each new school year, regardless of when the school district meeting is held.
- b. The Association will be afforded the opportunity to make announcements at any regularly scheduled school district and school faculty/staff meeting.
- c. The Association will also be afforded the opportunity to make a presentation of at least ten (10) minutes prior to the end of scheduled formal new employee orientations. This provision is not intended to obligate the Agency to conduct formal new employee orientations.

**Section 7. Notification of Agency Responsibilities.**

- a. The Agency will, within twenty (20) workdays of the beginning of each school year, provide the Association President, and each FRS with a copy of the school district phone directory and the name and phone number of the managerial point of contact for the following issues and topics: Equal Employment Opportunity (EEO); employee pay; labor and employee relations; employee benefits; leave; workers compensation; retirement; training; hiring; position classification; official travel; purchasing; supplies / equipment / technology; school building security; safety; building maintenance; and property accountability.
- b. Within twenty (20) workdays of the beginning of each school year, the Agency will provide to the Association President a copy of the DDESS phone directory.

**Section 8. Association Access to DoD, Department of Defense Education Activity (DoDEA), and DDESS Issuances.**

- a. The Agency shall provide to the Association President the DoD web site address for unclassified DoD issuances, including DoD Directives, Instructions, and Manuals.
- b. The Agency shall provide the Association President access to all current DDESS Directives, Instructions, and Policy Letters which apply to bargaining unit members, as well as all current DoDEA Directives, Instructions, and Policy Letters which apply to bargaining unit members. The Agency also agrees to maintain a copy of these Directives, Instructions, and Policy Letters to which all bargaining unit members will have access. Updated changes will also be maintained.

c. The Agency also agrees to provide the Association President access to all current School Policies, as well as policies issued by the Superintendent, school principals, or any other management official, which apply to bargaining unit members. The above will be available to all bargaining unit members for review.

**Section 9. Representation on Committees.**

**a. DDESS Level Committees**

- (1) The Association shall be entitled to select one Association representative to be a member of each DDESS level committee that is composed of Agency representative(s) and bargaining unit member(s) and that discusses personnel policies, practices, and/or terms and conditions of employment. If travel is required, travel expenses, including per diem, will be paid in accordance with the Joint Travel Regulations (JTR).
- (2) The Association shall also be entitled to nominate committee member(s) who are to come from the bargaining unit. The bargaining unit member(s) will be in a paid duty status while working on committee activities. If such committee work occurs outside of the regular duty day/year, such work must be approved by the Agency. If travel is required, travel expenses, including per diem, will be paid in accordance with the JTR.

**b. District and/or School Building Level Committees**

- (1) The Association shall be entitled to select one local Association representative to be a member of each District/school building/worksites level group or committee that is composed of Agency representative(s) and bargaining unit member(s) and that discusses personnel policies, practices, and/or terms and conditions of employment. The Association representative will be in a paid duty status while working on committee activities, when such activities are required and approved by the Agency, regardless of the time of day or time of year that the committee works. The Association representative will be paid at his/her earned hourly rate for hours assigned and worked after the normal duty day or days assigned and worked outside of the normal work year. The Association representative may elect, with management concurrence, to receive compensatory time in lieu of his/her earned hourly rate. If travel is required, travel expenses, including per diem, will be paid in accordance with the JTR.
- (2) The Association shall also be entitled to nominate committee member(s) who are to come from the bargaining unit. Such bargaining unit member(s) will be in a paid duty status while working on committee activities, when the activities are required and approved by the Agency, regardless of the time of day or time of the year that the committee works. Bargaining unit members will be compensated at their earned hourly rate for hours assigned and worked after the normal duty day or days assigned and worked outside of the normal work year. The bargaining unit member may elect, with management concurrence, to receive compensatory time in lieu of his/her earned hourly rate. If travel is required, travel expenses, including per diem, will be paid in accordance with the JTR.

**Section 10. Release Time for Association President.**

- a. The Association is entitled to the full-time release from duty of the Association President to perform representational duties on official time. These duties shall include primary responsibility for:
  - (1) serving as a member of the Association team for collective bargaining;
  - (2) processing of grievances at the Superintendent's level;
  - (3) representing the Association at meetings with the Superintendent/Assistant Superintendent;
  - (4) representing the Association at School Board meetings; and
  - (5) representing the Association on the District School Improvement Team
- b. The Association President will be paid by the Agency at his/her regular rate of pay for full-time (ten month) employment and will receive all the benefits given for full-time employment with DDESS. The assignment as the full-time representative in no way cancels, waives or diminishes any protection, entitlements or benefits conferred by employment with the Agency.
- c. When official travel is required to meet with Agency officials, the bargaining unit member released from duty will receive government travel orders. Travel expenses will be paid in accordance with the JTR.
- d. When the Association President gives three (3) days advance notice of an absence for more than five (5) consecutive workdays for reasons described in Section 2.a. of Article 27 (Sick Leave), the Association President may designate another bargaining unit member to assume the responsibilities of the President starting on the first day of such leave, to include appropriate release time as specified above.
- e. When the Association President gives three (3) days advance notice of an absence for more than (5) consecutive workdays for reasons described in Article 27, Section 4.a.(3) (Jury Duty), Section 4.a.(5) (Conference Attendance), or Section 9 (military Leave), the Association President may designate another bargaining unit member to assume the responsibilities of President starting on the third (3<sup>rd</sup>) day of such leave, to include appropriate release time as specified above.
- f. The normal work site of the Association President while on release from duty shall be the Association office at Fort Buchanan.
  - (1) The President will perform duties as the elected President in the office space provided by the Agency. Exceptions to this requirement would be attendance at meetings, scheduled meetings with management officials, or other requirements that necessitate the President to be in another location in the school district.
  - (2) Except for approved absences from the School District to attend meetings, training sessions, or other events necessitating the President's absence from the district, official time will occur within the School District, to include traveling between schools in the district.
  - (3) The Superintendent and/or Assistant Superintendent shall meet with the Association President at the beginning of each school year to discuss the President's daily schedule and use of release. At this same meeting, the Superintendent and/or Assistant Superintendent shall notify the Association President as to the name of the school administrator responsible for the

President's time and attendance and leave. If during the work year either party believes the current schedule and use of release time is in need of adjustment, the Parties will meet to resolve the matter.

- (4) The Association President shall sign in on a form and at a designation selected by the Agency. The Association President shall not be required to sign out at the end of the duty day, however, the Association President shall notify the responsible administrator when his/her duties require travel off the Ft. Buchanan installation. The Agency reserves the right to institute a sign out procedure in accordance with reasons as provided for in Section 5a of Article 19.

g. If representational activity involves conferring with another unit employee on duty time, the Association President shall contact the appropriate supervisor one work day in advance to obtain the supervisor's approval. Such requests shall normally be approved unless work requirements necessitate the services of the employee in question. In the event that a request to confer with an employee must be denied, the employee shall be made available at the earliest possible time consistent with work requirements.

h. Should the position of Association President be vacated during the duty year, the Association Executive Board shall, as soon as possible, notify the Agency of the successor.

#### **Section 11. Official Time.**

a. Official Time shall be defined as time granted to an Association representative to conduct official representational duties or other activities as provided in 5 U.S.C. 7131. Official time may not be used to conduct internal Association business.

b. The DDESS Puerto Rico professional bargaining unit shall receive a bank of 220 hours per school year to be used by Association officials and representatives for representational duties. The above-mentioned hours do not include official time provided by statute or regulation, or for Agency-initiated requests to meet with Association official(s). If mutually agreed upon, additional official time may be granted.

c. Use of official time from the bank of hours shall normally be requested in writing two (2) workdays in advance utilizing the form at Appendix C. Any such time approved will be recorded on the same form.

#### **Section 12. School Board Meetings.**

a. The Association President will be permitted to attend all DDESS Puerto Rico District regularly scheduled school board meetings. Executive session meetings may be closed under 10 U.S.C. 2164 (d)(6). The Association President may submit items for placement on the agenda. A copy of the agenda and the previous month's minutes will be provided to the Association President upon distribution to the school board.

b. A copy of all minutes of open meetings of the board will be posted in each school upon approval and distribution.

c. If travel outside the commuting area is required for attendance at a school board meeting, the Association President, or designee, will receive reimbursement for travel expenses in accordance with the JTR.

## ARTICLE 7

### BARGAINING RIGHTS AND REQUIREMENTS

#### *Section 1. Definitions.*

a. **Collective Bargaining:** Collective Bargaining means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees (the Association) in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

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

- (1) relating to political activities prohibited under subchapter III of chapter 73 of this title;
- (2) relating to the classification of any position; or
- (3) the extent such matters are specifically provided for by Federal statute.

**Section 2: Rights and Obligations.** The Agency recognizes the Association's right to bargain with the Agency in good faith over conditions of employment described in Section 1b above. The obligation of the Parties to bargain in good faith is governed by the definitions of "collective bargaining" and "conditions of employment" contained above.

a. In accordance with Section 7117 of Chapter 71 , and subject to subsection (2) of this section, the duty of the Parties to bargain in good faith shall, to the extent not inconsistent with any Federal law or any government-wide rule or regulation, extend to matters which are the subject of any rule/regulation only if the rule or regulation is not a government –wide rule or regulation.

b. The duty to bargain in good faith shall, to the extent not inconsistent with Federal law or any government-wide rule or regulation, extend to matters which are the subject of any rule or regulation issued by an agency or primary national subdivision of such agency only if the Federal Labor Relations Authority (FLRA) has determined under sub-section 7117(b) of Chapter 71 that no compelling need (as determined under regulations prescribed by the FLRA) exists for the rule or regulation.

c. Management rights set forth in Section 7106(a) of Chapter 71 are not subject to collective bargaining except as provided in Section 7106 (b) of Chapter 71. The procedures for collective bargaining on substantive changes proposed by management and over the impact and implementation of management's exercise of its rights are included in Section 5 of this Article.

d. Agency rights set forth in Section 7106 (b) (1) are not presently subject to collective bargaining as to substance. The Parties recognize during the duration of this negotiated agreement that this may change by law or executive order. In such a circumstance, ACEA may

contact the Agency and assert any right to bargain that is promulgated via statute, executive order or regulation.

e. The Parties recognize that ACEA retains collective bargaining rights over the impact and implementation of the exercise of Agency rights contained in Section 7106(a) of the labor statute.

f. Procedures for ACEA to exercise its 7106 (b) (2), (3) rights are delineated in Section 5 below.

### **Section 3. Bargaining Levels.**

a. DoDEA or DDESS level issues that affect the DDESS-PR professional bargaining unit will be bargained at the DODEA or DDESS Director/Association President level.

b. Issues unique to DDESS-PR will be bargained at the Association President/DDESS-PR Superintendent level.

### **Section 4. Requirements for All Bargaining.**

a. Association representatives who are involved in bargaining with the Agency must submit a request for official time as provided for in Article 6 (unless already on official release time).

b. Association representatives involved in bargaining with the Agency, will be in a duty status and on official time for pay purposes if otherwise in a duty status.

c. To the greatest extent possible, bargaining will be accomplished in such a manner so as to preclude the need for travel. Bargaining may be accomplished by person-to-person meetings, telephone, facsimile, electronic mail, and/or video teleconferencing.

d. When bargaining is accomplished through person-to-person meetings, bargaining sessions will be held at a location selected by the Agency. Typically, the sessions will be held during normal duty hours.

e. If travel is required for the Association President to engage in impact and implementation or mid-term bargaining, the Agency will issue a government travel order and pay travel expenses in accordance with the Joint Travel Regulations.

**Section 5. Impact and Implementation Bargaining.** The Parties recognize that frequent changes to existing conditions of employment not covered in this Agreement may be disruptive to morale and productivity; however, the Parties also recognize that changes must be made and new guidance issued in order to improve personnel management, employee morale and services, and meet mission requirements. In the event that the Agency exercises its rights under 5 U.S.C 7106(a), the following rules shall apply:

a. The Association President will be notified in writing of the planned change(s) and will sign acknowledgement of receipt. The acknowledgment date will be the starting date for counting all future time requirements under this Article.

b. If requested, the Association and the Agency will discuss the details of the Agency's planned change(s).

c. The Association will have twelve (12) calendar days to respond to the DDESS-PR Superintendent concerning its desire to negotiate. Within twenty-five (25) calendar days after the Association's receipt of the Agency's written notice, the Association will provide any written proposal(s) to the planned change(s).

d. Bargaining sessions will normally commence at a reasonable time after receipt of the Association's proposal(s) during the normal business day and at a place convenient to the Agency and the Association.

e. If, after proper notification of planned change(s), the Association fails to respond with written negotiable proposal(s) during the time frames listed above, the Agency may implement its planned change(s).

f. The Parties agree that each party shall have no more than four (4) representatives present at any session conducted for such bargaining.

g. The Parties further agree that planned changes in conditions of employment subject to collective bargaining under Chapter 71 of title 5, United States Code, shall normally not be implemented until and unless good faith negotiations have been concluded. However, the parties may mutually agree to allow planned changes to be implemented while bargaining proceeds, and then implement any agreed upon terms retroactively. Additionally, the Agency reserves the right to implement a change pending the outcome of negotiations if such implementation is required by law, or required for the necessary functioning of the Agency as defined by the FLRA.

h. The Parties further agree that the terms and conditions of employment in existence during School Year 2010-2011 will be the basis on which to determine in the future if a change has occurred or is being proposed by the Agency. However, the Parties agree that normally a change in conditions of employment does not include the equitable and reasonable assignment of duties and responsibilities typically and customarily associated with the DDESS-Puerto Rico position to which assigned, or to the assignment of other duties in emergency situations (when such emergency is declared by the DDESS-Puerto Rico Superintendent, Assistant Superintendent, or designee). Such duties may, for example, include: supervision of students (bus duty; pre-and post-instruction periods; cafeteria, playground, field day, and other out-of-class activities); tutoring and/or remedial assistance which does not require independent planning; committee meetings and associated work performed within the regular duty day; and other similar assignments. Assignments (other than those of an emergency nature) made in an inequitable and/or unreasonable manner may be grieved in accordance with Article 30. The Parties further recognize that changes to the manner in which duties are assigned may constitute a change in conditions of employment which would create an obligation for notice and subsequent I & I bargaining. Even if the manner in which duties are assigned does not constitute a change requiring formal notice and impact and implementation bargaining, the Agency is committed to a dialogue with and consideration of Association input.

i. Any dispute which arises during impact and implementation bargaining over whether management has an obligation to negotiate over the substance of a union proposal shall be resolved through the negotiability appeal procedures of the Federal Labor Relations Authority. Disputes which arise over whether there has been a change in conditions of employment which would require management to enter into impact and implementation bargaining shall be resolved through either the parties' negotiated grievance procedure or through the unfair labor practice procedures of the Federal Labor Relations Authority. If the parties cannot voluntarily reach an agreement during impact and implementation bargaining, they shall seek the assistance of the Federal Mediation and Conciliation Service. If the Federal mediator is



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

**Section 6. Mid-Term Bargaining.** The Parties agree that either side may propose bargaining over any matter not reasonably covered by or contained in this Agreement every twelve (12) months from the original effective date. When mid-term bargaining is proposed, the following procedures will be followed:

a. Initial bargaining requests will be sent via certified mail, return receipt requested, or hand-delivered with signed acknowledgement or receipt, to the DDESS-PR Superintendent, or in the case of Agency-requested bargaining, to the Association President.

b. The initial bargaining requests will include proposals and a written explanation of the result desired by the proposals.

c. Within thirty (30) days of receipt of the request to bargain, the Parties will meet to discuss ground rules and a subsequent schedule for the submission of counter-proposals and bargaining.

## **ARTICLE 8**

### **EMPLOYEE RIGHTS**

*Section 1. **Statutory 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 in Chapter 71 of title 5, United States Code, such right includes the right:

a. To act for a labor organization in the capacity of a representative (including serving as a labor organization representative in the processing of grievances or unfair labor practices) 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

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71.

*Section 2. **Constitutional Rights.*** The Parties recognize that union employees retain their basic constitutional rights while at work, as well as in their capacity as private citizens.

*Section 3. **Right to Representation.***

a. Employees of the unit have the right, regardless of Association membership, to bring matters of personal concern to the attention of appropriate Agency officials, with or without assistance from Association officials.

b. When filing a complaint or appeal under any system other than the negotiated grievance procedure, employees shall have the right to be represented by a representative of their own choosing.

c. Each employee may seek assistance from his/her Association representative at any time during the duty day when neither is involved in assigned duties. Completion of an official time request form (Appendix C) is not required in this type of situation.

d. If a member needs immediate assistance from an Association representative during instructional or assigned duty time, the employee shall contact the school principal; and if the principal determines that work conditions permit, the employee and the Association representative will be released and provided coverage for their responsibilities. The Association representative will be required to complete an official time request form (Appendix C) and have it approved by the appropriate management official.

e. Nothing in this Agreement shall require an employee to become or to remain a member of the Association or to pay money to the Association except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

*Section 4. **Weingarten Rights.***

a. When a unit employee is examined by a representative of the Agency concerning an investigation, the employee is entitled to Association representation if:

- (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) The employee requests representation.
- b. Weingarten Rights procedures will follow those described in Section 2 of Article 6.

**Section 5. Pay Records.**

a. In the event that a unit employee's paycheck is not received on the established payday, upon the unit employee's request, the Agency will request from the servicing finance office that replacement pay be issued as soon as possible. The Agency agrees to pay interest on normal bi-weekly pay received more than thirty (30) days beyond the due date as provided by law, rule, or regulation.

b. Bargaining unit members are strongly encouraged to review pay documents, to include the bi-weekly Leave and Earnings Statement, to verify accuracy of pay received and deductions withheld from their pay.

c. Bargaining unit members are strongly encouraged, but not required, to maintain official documents they receive related to pay and leave and to carry such documents with them when they are transferred or reassigned.

d. When the Agency's finance records of a bargaining unit member are lost, destroyed, misplaced during office move or relocation, delayed in conjunction with the bargaining unit member's reassignment or transfer, or otherwise unavailable, the Agency agrees to accept the bargaining unit member's most recent "Leave and Earnings" statement or Standard Form 50, Notification of Personnel Action, as evidence of the proper basis for payment until the actual pay records have been reconstructed or received.

**Section 6. Service of Warrant/Subpoena.** If a bargaining unit member is to be served with a warrant or subpoena while at work, the Agency shall make reasonable efforts to ensure that such activity is done in private without the knowledge of other employees or students.

**Section 7. Resignation and Retirement.**

a. A bargaining unit member is free to set the effective date of his/her resignation or retirement, except as otherwise provided by law, rule, or regulation.

b. The Agency will make available annual training on retirement for interested bargaining unit members within five (5) years of their eligible retirement date. Other interested employees may be allowed to attend with supervisory approval.

**Section 8. Processing Paperwork upon the Death of an Employee.** The Agency shall ensure that appropriate personnel actions related to the death of a unit member are processed expeditiously after receipt of a certified copy of the death certificate.

**Section 9. Employment-Related Information.**

a. During in-processing or orientation of new bargaining unit members, the Agency will provide the member a copy of his/her position description, salary schedule, written notice of

benefits, a copy of the collective bargaining agreement, and information concerning the bargaining unit members' s performance appraisal.

b. Salary schedules for bargaining unit positions will be distributed to all employees and posted on the DDESS web-site.

**Section 10. Providing Position Descriptions.**

a. Upon initial employment, and thereafter upon written request, each bargaining unit member will be provided with a copy of his/her current position description.

b. Position descriptions reflect the major duties that have been assigned to a particular position or bargaining unit member; however, other related duties may be assigned. Consistent with management's retained right to assign work, management has the right to develop or make changes to position descriptions to ensure they accurately reflect the work assigned, level of supervision, qualifications required, and range of duties assigned. However, the Agency recognizes that the Association is entitled to bargain the impact and implementation of changes to encumbered position descriptions in accordance with Chapter 71 of Title 5, United States Code, when those changes in the position description change terms and conditions of employment.

**Section 11. Dress and Appearance.** Unit employees are expected to comply with reasonable apparel and grooming standards that are derived from consideration of health, safety, and type of position occupied, and the need of the Agency to project a professional public image. Any prohibitions by supervisors on bargaining unit member dress and appearance will be based on a clear showing that the prohibited appearance item contributes to an unsafe, non-productive, or disruptive work environment. Slogans, drawings, or language on clothing items (including headwear and footwear) which could be construed as lewd, obscene, profane, discriminatory, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn. The Agency reserves the right to implement an employee dress code; however, if it so elects, the Agency agrees to bargain with the Association the substance of such decision prior to implementation.

**Section 12. Representation by Department of Justice.** In accordance with the procedures set forth in section 50.15 of title 28, Code of Federal Regulations, a bargaining unit member may be provided representation in civil, criminal and Congressional proceedings in which the member is sued, subpoenaed, or charged in his/her individual capacity, when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General determines that providing representation would otherwise be in the interest of the United States.

**Section 13. Employment References.** Unless otherwise required by law, rule or regulation, Agency officials will not initiate or respond to a request for information about a unit employee or former unit employee from a prospective non-Federal employer and/or educational certifying agency unless the employee has submitted a signed release. Absent a requirement under law, rule or regulation, or a signed release from the employee, the Agency will only provide the following information: name; position(s) held; annual salary; and period(s) of employment.

**Section 14. Compensation for Testimony at Third Party Proceedings.** Unit employees who are required to be present as witnesses at Third Party proceedings (EEO, MSPB, arbitrations, etc.) which extend beyond the workday will be compensated at their earned hourly rate. Alternatively, employees may elect compensatory time in lieu of payment.

## ARTICLE 9

### EQUAL EMPLOYMENT OPPORTUNITY

*Section 1. **Policy.*** The Agency and the Association recognize their obligations under applicable Federal laws, Executive Orders, and regulations of appropriate authorities for equal employment in the Federal service. Under the provisions of current law, it is the policy of the U.S. Government and this Agency to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, and physical or mental disability, and to promote the full realization of equal employment opportunity through a continuing affirmative program in accordance with policy established by the Department of Defense and/or other appropriate authority for equal opportunity in Federal service.

*Section 2. **Processing of Alleged Violations.*** 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 his/her option when the complainant files a formal (written) EEO complaint under the EEO Federal sector procedure, or when he/she files 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.

*Section 3. **Posting of Notice.*** The Agency 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 person(s) to contact, to file an EEO discrimination complaint. The notice will provide the names, work addresses and office phone numbers of DDESS Puerto Rico EEO officials.

*Section 4. **Reasonable Accommodation.*** The Agency agrees to provide reasonable accommodation to unit employees with a qualified disability in accordance with applicable laws and regulations.



## ARTICLE 10

### ASSOCIATION–MANAGEMENT COOPERATION

*Section 1. School Board Meetings.* The President of the Association, or designee, is encouraged to attend School Board Meetings as the Association's official representative, except when the Board is in Executive Session. The President or designee will be permitted to submit proposed items to the Superintendent and/or School Board President for inclusion on the agenda in accordance with Board procedures. The Association agrees to submit only those items which have been screened for general interest by the Association's Executive Board. The representative of the Association will be permitted to address or respond to the Board on agenda items in accordance with Board procedures.

*Section 2. Meetings.* The Association President, or designee, and DDESS-PR Superintendent, or designee, may hold regular meetings during the school year, as scheduled by mutual agreement, to discuss District-level policies or problems, and matters relating to the implementation of this Agreement. Such meetings shall normally be held within the duty day. Agendas may be exchanged in advance of scheduled meetings.

*Section 3. Faculty Advisory Committee.* A Faculty Advisory Committee will be established at each school for the purpose of advising the principal on needs and solutions to general school problems, matters of school policy, and questions relating to the implementation of this Agreement.

a. The committee will be composed of four (4) unit employee members to include the Faculty Representative spokesperson (FR). The remaining members shall be elected by a vote of the school's Association members. The voting will take place during non-duty time. The committee will select its chairperson.

b. The principal and/or designee(s) (unit employees excluded) and the committee shall meet monthly from September through May during the school year unless mutually agreed otherwise. Meetings will be scheduled by mutual agreement.

c. The committee shall publish and distribute an agenda at least twenty-four (24) hours in advance of the meeting; the principal or designee may add items to the agenda. The committee may at its discretion keep confidential the identity of unit employees submitting agenda items.

d. A quorum, consisting of a simple majority of the committee members, must be present in order for the committee to hold a meeting.

e. Meetings shall generally occur after the duty day, unless the Principal, in his/her discretion, elects to commence the meeting during the duty day. No compensation will be paid to unit members for attendance at such meetings.

f. Neither committee advice nor decisions resulting therefrom shall change this Agreement, nor shall the advice of this committee substitute for or condition the rights of the Association as guaranteed by Chapter 71 of Title 5, United States Code.



*Section 4. **Official Announcements.*** All official announcements and other information of interest to bargaining unit members shall be posted on the school bulletin boards in a timely manner, with a copy furnished to the FR. The FR shall supply the supervisor of each school with an information copy of the Association newsletter and approved Executive Board minutes. Information to be posted and/or routinely provided to the FR does not include documents of a confidential nature and/or subject to privacy rights such as those dealing with labor relations strategy, management communications, and individual personnel actions or evaluations.

*Section 5. **Master Schedule.*** A current copy of the school's master schedule showing each unit employee's teaching and non-teaching assignments during the duty day shall be posted on the official bulletin board of each school by the Employer at the beginning of the school year, and if it changes during the school year. A copy will also be provided to the Association President and the FR.

## ARTICLE 11

### INJURY/ILLNESS/MEDICAL EXAMS

*Section 1. Non Job Related Illness/Injury/Disability/Accommodation.* Nothing in this section is intended to expand or limit any rights bargaining unit members may have under the Rehabilitation Act/Americans with Disabilities Act.

a. A bargaining unit member recuperating from an illness or an injury and temporarily unable to perform his/her full-time duties may submit a written request to his/her supervisor (or designee) for a temporary assignment to limited duty. The bargaining unit member has the responsibility to support his/her request with appropriate medical documentation as provided in 5 C.F.R. Part 339.104 and is responsible for costs incurred in obtaining such documentation. The Agency shall consider granting such temporary assignment if supported by appropriate medical documentation and if a position to which the bargaining unit member may be detailed is available. The Agency shall also consider reasonably modifying the bargaining unit member's current job.

b. A bargaining unit member who has a medical condition and cannot perform light or limited duties, may be granted sick leave, personal/annual leave (including leave donated under the Voluntary Leave Transfer Program or Emergency Leave Bank), or leave without pay.

c. A bargaining unit member who has a permanent or long-term illness or disability and who is unable to perform his/her full-time duties may submit a written request to his/her supervisor (or designee) for a change to another position or for accommodation of his/her medical condition within his/her current position. The bargaining unit member has the responsibility to support his/her request with appropriate medical documentation as provided in 5 C.F.R. Part 339.104 and is responsible for costs incurred in obtaining such documentation. The Agency shall consider granting such change in positions if supported by appropriate medical documentation and a position to which the bargaining unit member may be assigned is available. The position can be either at the bargaining unit member's current pay level (reassignment) or at a lower pay level with retained pay as provided for in Article 28. The Agency shall also consider reasonably modifying the bargaining unit member's current job.

*Section 2. Separation As a Result of Illness/Injury/Disability.*

a. Bargaining unit members who cannot be retained in their position or changed to another position because of long-term or permanent illness or disability will be advised of their right to apply for disability retirement.

b. If accommodation as described in Section 1 a., b., and c. is not feasible, the Agency may initiate other action, such as removal from Federal service for inability to perform the essential duties of the bargaining unit member's permanent position and/or long term absences with no foreseeable end. Prior to initiating such action, the Agency will consider other alternatives, such as continuation of employment in a leave or leave without pay status (on a temporary basis), placement in another position not requiring the same physical effort or having the same requirements, or other such accommodations as described in Section 1 above.

**Section 3. Medical Examinations/Fitness for Duty Examinations.**

Medical examinations and fitness for duty examinations will be conducted in accordance with 5 C.F.R. Part 339.

## ARTICLE 12

### HEALTH AND SAFETY

#### *Section 1. Safe and Healthy Working Conditions.*

a. The Agency recognizes its responsibility to provide and maintain a safe and healthy work environment and to follow government guidelines regarding environmental conditions for Federal buildings. The Agency therefore commits to make reasonable efforts in this regard to contain asbestos and provide sanitary facilities, safe drinking water, mold-free air, adequate lighting, ventilation, heating, air conditioning, and work areas free from pollutants and excessive noise levels.

b. The Agency will make reasonable efforts to provide a work area free of weapons, explosive devices, and threatening behavior.

c. The Agency will make reasonable efforts to establish channels of communication with officials of the host military department and to ensure that adequate support is provided to maintain a safe and healthy work environment.

d. The Agency shall notify the Association President and appropriate Faculty Representative (FR) when the Agency becomes aware of health and safety problems in a school or schools.

e. The Association commits to cooperating with the Agency to provide and maintain a safe and healthy work environment by making reasonable efforts to encourage employees to adhere to established safety regulations and to otherwise perform their respective duties in a safe manner.

f. The Agency will provide orientation/instruction/training of employees in appropriate safety matters.

g. Employees will be alert to unsafe practices, equipment, or conditions, as well as environmental conditions, within their immediate areas that might represent suspected health hazards. If an employee observes a condition that a reasonable person would perceive as unsafe, the employee shall report same to his/her immediate supervisor. The Agency commits that it will investigate such reports and implement correction(s) as necessary to maintain a safe and healthy work environment. A unit employee may refer unsafe conditions or practices to a higher level authority. Such action will not reflect adversely on the unit employee making the report.

h. The Agency agrees to request the host base Industrial Hygiene Office to make determinations concerning bargaining unit member(s) exposure to chemical or physical hazards. If appropriate, the Industrial Hygiene Office will place the employee on medical surveillance, document the exposure and treatment in the employee's medical record, and provide the employee a copy.

i. The Agency agrees to make reasonable efforts to ameliorate extreme temperatures (above ninety (90) degrees or below sixty (60) degrees Fahrenheit), in classrooms or unit employee work areas designed for air conditioning which have limited conventional ventilation. The Agency agrees to consider furnishing a temporary work accommodation for those employees who request it. The provision of temporary work accommodations is at the sole discretion of the Agency.

**Section 2. Inspections.**

a. The Agency agrees to conduct an inspection of each school facility once each semester. The Association President and/or Faculty Representative will be provided a written schedule of the inspections NLT 1 October of each year, and may request that specific matters related to health and safety be addressed during the inspection. Additionally, the Association President, or designee, and Faculty Representative may accompany the management inspector during the inspection. The Agency agrees to accept for consideration concerns from unit employees via the Faculty Representative. A copy of their inspection report will be provided to the Association President.

b. The Agency shall request periodic inspections (but not less than once every two years) by host military base officials for compliance with health and safety requirements and identification of unsafe, unhealthful, or hazardous conditions. Copies of inspection reports will be furnished to the local Association President.

**Section 3. Safety Equipment and Apparel.** Protective clothing, devices, and safety equipment as determined necessary and as required by the Agency shall be furnished by the Agency and must be used by the employee. In the event any protective or safety equipment is damaged or unserviceable, the unit will make a report to his/her immediate supervisor.

**Section 4. Federal Employees Compensation Act/Workers' Compensation.** Work-related accidents or illnesses will be administered by the Agency under the Federal Employee Workers' Compensation Act (FECA) as provided for in Article 13 of this agreement. FECA information and claims forms may be obtained from the District Staff Office or from the DDESS Area Service Center in Peachtree City, Georgia. The Agency will post a copy of the current Workers' Compensation guidelines on each official bulletin board and will update it when appropriate.

**Section 5. Threats Against the Safety of the School.**

a. The Agency shall notify the Association President of threats made to the safety or security of all district facilities where bargaining unit members are assigned, when and if such information is made available to the Agency for release by the host military base.

b. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, employees will not be required to participate in any search for such lethal or destructive instrument(s).

c. If a unit employee observes suspicious activity or objects during the evacuation of the area, the employee will report such observation to his/her immediate supervisor.

**Section 6. Emergency Closure, Dismissal or Late Arrival Procedures.**

a. When the Agency determines that emergency conditions exist that warrant closure of activities, group dismissals, or late arrivals, the Agency will follow the procedures established in DDESS Policy Letter 04-009 dated 9 August 2004 at Appendix D. If the Agency makes changes to, amends, or rescinds/replaces the DDESS Policy Letter at Appendix D, the Association will be provided advance notice and an opportunity to engage in impact and implementation bargaining, in accordance with Chapter 71 of Title 5, United States Code.

b. In the event school is closed during the school year, the Agency may re-schedule the day(s) lost from non-instructional days or extend the work year of seasonal employees. The Agency will consider not rescheduling lost days unless school is closed more than two (2) days.

c. Employees on a seasonal work schedule will be compensated in accordance with Article 26, for all days required to be made up beyond the work year requirements as described in Article 19.

**Section 7. Assistance with Recoupment of Lost or Damaged Property.** When a unit member suffers a loss or damage of personal items on school grounds or facilities under circumstances where the U.S. Government may be liable for the loss or damage, the Agency will refer the employee to the local office of the Staff Judge Advocate, Claims Section, for appropriate information and claims processing.

**Section 8. Assistance if an Employee is Assaulted.**

a. Management will make reasonable efforts to ensure the safety of its employees.

b. Unit members shall report cases of physical assault and/or verbal threats suffered by them in connection with their employment to their principal or other immediate supervisor.

c. When an employee's absence arises out of assault or injury incurred in connection with his/her employment, the unit member shall be entitled to such compensation as provided for in 5 U.S.C. 8101 *et seq.*

d. When a parent has been determined to have physically assaulted an employee, the employee may request to his/her immediate supervisor that reasonable measures be implemented to protect the employee.

e. When a student is determined by Agency officials to have physically assaulted an employee, the Agency agrees to take reasonable measures for the employee's safety.

**Section 9. Employee Assistance Program.**

a. The Agency shall notify unit employees annually of the existence of the Employee Assistance Program (EAP). The EAP is established to help employees with physical/mental health problems such as alcoholism or drug abuse or with other personal problems that may also result in impaired job performance. This program is also available to all employees and is conducted in a confidential manner consistent with applicable laws, rules, and regulations. The employee should also be made aware that this type of assistance may be provided by a private practitioner if not available through the EAP.

b. Employees are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the EAP's counseling or referral services either voluntarily or through referral.

c. If the Agency or affected employee feels that referral to the EAP is necessary, it shall be arranged as expeditiously as possible.

d. A key element in assisting an employee in need of rehabilitating treatment is for that person to recognize the problem and be willing to accept treatment. Employee participation in the program is voluntary. When an employee refuses an offer of help or fails to respond to

treatment and job performance or conduct is adversely affected, the Employer may take other action.

e. The Agency agrees to provide administrators with EAP information so that they may exercise appropriate discretion in supervisory referral to EAP with maximum respect for individual confidentiality consistent with safety and security.

**Section 10. Hepatitis Vaccination and Flu Shots.**

a. Hepatitis B vaccinations shall be administered in compliance with the Occupational, Safety and Health Administration (OSHA) Bloodborne Standard, 29 C.F.R. 1910.1030, and Universal Precautions published by the Centers for Disease Control (CDC). Bargaining unit members whose position or duties do not meet the criteria established by the CDC for occupational exposure to bloodborne pathogens may make written request to their immediate supervisor to be included in the vaccinations. The Agency will make reasonable attempts to provide the requested vaccinations at no charge to the bargaining unit member.

b. The Agency will request the host military sponsor to make annual flu shots available to unit employees free of charge.

**Section 11. Communication Devices in Classroom.** Whenever possible and subject to Agency budgetary limitations, all offices/work sites shall be equipped with some form of operable two-way communications device.

The Agency recognizes that an emergency power backup supply for communication devices is not presently feasible; and therefore, the Agency has determined that it will provide re-chargeable hand-held communication devices for each classroom to be used during emergencies and/or power outages.

**Section 12. Tobacco-Free Campuses.** The Association joins the Agency in a common interest to project a positive image and role model for all DDESS students, to promote the overall health of the workforce, and to follow the recommended policies of the National Association of State Boards of Education and the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. The Parties agree that effective twelve (12) months following the effective date of this Agreement, the use of any and all tobacco products by students, staff, and school visitors in school/district buildings and facilities, on school grounds, in school vehicles, and at all school-sponsored events on or off campus will be prohibited at all times. To assist employees who will be impacted by this prohibition, the Agency agrees to sponsor and/or provide referrals to smoking cessation classes/programs during the period prior to the prohibition being effected. When approved in advance by their supervisor, bargaining unit employees will be provided reasonable release time from regular duties to attend such classes/programs.

**Section 13. Bloodborne Pathogen Exposure Control Program.** The Parties recognize that DoDEA Regulation 4800.5 standardizes bloodborne pathogen exposure controls, policy, procedures and responsibilities within all DoDEA schools.

a. The Agency agrees to annually identify and provide to the Association the names of the DDESS Coordinator for the Bloodborne Pathogens Exposure Control Advisor, and the name of the District Safety and Security Officer.

b. The Agency further agrees to post the name of each school Bloodborne Pathogens Exposure Control Advisor so that unit members will know the identity of the person in their respective school. The Agency will assist each school Bloodborne Pathogens Exposure Control Advisor in the preparation of an appropriate training program for employees on occupational exposure so that unit members may, in turn, provide requisite training for students.

c. The Agency agrees to ensure that appropriate protective equipment is on hand and in working order at each school, and will assist the Bloodborne Pathogens Exposure Control Advisor in training employees on appropriate use of this equipment.

d. Bloodborne Pathogens Exposure Control Advisors will annually furnish the name(s) of all unit members at each school who are deemed to be at "high risk" of exposure to bloodborne pathogens to the District Safety and Security Officer. The Agency agrees to provide, free of charge, Hepatitis B immunization, and/or appropriate follow-on immunization, for all such "high risk" employees. The Agency also agrees to provide post-exposure treatment, free of charge, after an incident has occurred.





## ARTICLE 13

### WORKERS COMPENSATION

*Section 1. **Federal Employees Compensation Act/Workers' Compensation.*** Work-related accidents or illnesses will be administered by the Agency under the Federal Employees Workers' Compensation Act (FECA). FECA information and claim forms may be obtained from the District Staff Office or from the DDESS Area Service Center in Peachtree City, GA. The Agency will post a copy of the current Workers' Compensation guidelines on each official bulletin board and will update it when appropriate. Utilization of entitlements cited in this Article will not reflect negatively on the employee; however, the Agency may investigate and challenge claims in accordance with the provisions of the Act.

*Section 2. **Policy.*** The Employer recognizes the long-term nature of its commitment to the employees who have suffered job-related injuries or illnesses, and will provide employees not only the appropriate physical care and other benefits to which they are entitled, but also other appropriate support necessary for rehabilitation and return to duty. The Parties will cooperate fully in the program to reduce the costs through safety programs and safe employee performance, and will report valid claims for on the job injuries or illness.

*Section 3. **Employee Rights and Entitlements.*** Nothing in this Article is intended to expand or limit any rights or entitlements bargaining unit members may have under the Federal Employee's Compensation Act or other applicable law, rules, and regulations.

*Section 4. **Counseling of Employees.*** When a supervisor becomes aware that a bargaining unit member under his/her supervision has suffered a job-related disabling illness or traumatic injury, the supervisor or other management representative will, in accordance with applicable regulations or directives:

- a. For traumatic injury, authorize medical care using Form CA-16. Retroactive issuance of Form CA-16 is not permitted. Form CA-16 applies only to claims filed on Form CA-1 caused by traumatic injuries. Agencies are not allowed to issue Form CA-16 for Occupational Illness/Disease claims filed. Form CA-2 will be issued for Occupational Illness/Disease claims.
- b. Provide the bargaining unit member with Form CA-1 or CA-2 and, upon request, explain how the form is to be filled out;
- c. Advise the bargaining unit member of his/her right to elect continuation of regular pay or to use annual/personal leave, sick leave, or leave without pay (LWOP), provided the bargaining unit member has sustained a job-related traumatic injury that renders him/her incapable of performing assigned duties and the bargaining unit member is otherwise entitled to receive continuation of pay (COP);
- d. Ensure that any claims for benefits submitted by the bargaining unit member are forwarded promptly to the local servicing personnel office for submission through appropriate channels to the Office of Workers' Compensation Programs (OWCP) of the Department of Labor; and

e. Ensure that the employee executes a “Statement of Understanding” (Appendix E) concerning employee rights, responsibilities and procedures for a job-related injury or occupational illness/disease.

**Section 5. Continuation of Pay (COP) and Light Duty Assignments.**

a. A bargaining unit member who sustains a disabling job-related injury as defined in the Code of Federal Regulations (CFR), Title 20, is entitled to COP for a period not to exceed 45 calendar days from the onset of the employee's disability, provided the bargaining unit member is otherwise eligible to receive COP under applicable law, rules and regulations. Bargaining unit members are responsible for reporting any job-related injury within thirty (30) days in order to be eligible for continuation of regular pay. Bargaining unit members, whose job-related injuries result in an absence from duty in excess of 45 days, may elect to be placed on LWOP instead of sick leave if they choose to file for benefits under the Federal Employee's Compensation Act. Such individuals must request LWOP and be given approval on a SF-71. If an employee elects to use sick leave in lieu of leave without pay, the employee may request “sick leave buy back” if this claim is approved. Bargaining unit members (or designated representative) must provide medical evidence supporting a disabling traumatic injury by the treating physician within ten (10) workdays after the accident.

b. If the bargaining unit member's treating physician indicates that he/she is capable of performing light duty work, either on a temporary or permanent basis, the employer may direct the bargaining unit member to work a light duty assignment that is within the bargaining unit member's physical capacity as indicated by the treating physician. Depending on OWCP's determination as to the propriety of the light duty assignment, a bargaining unit member who refuses to work a light duty assignment may be ineligible to receive COP, liable for any overpayments received, and/or subject to other action.

**Section 6. Information to Employees.** Information on workers' compensation will be provided upon submission of CA-1 or CA-2 or upon request.

## ARTICLE 14

### STUDENT DISCIPLINE

*Section 1. **Student Discipline.*** The Association and the Agency agree that the maintenance of appropriate standards of student discipline promotes an optimum learning environment. The Agency and unit employees are responsible for maintaining discipline in accordance with DODEA Regulation 2051.1 entitled, "Disciplinary Rules and Procedures", as supplemented by:

- a. any current DDESS Puerto Rico School Board Policy Manual;
- b. individual distributed school policies, and/or
- c. administrative directives regarding violence in schools.

*Section 2. **Cooperative Discipline.***

a. The Agency and the Association agree to work as a team to support the disciplinary policies and procedures established at each of the respective schools. The Association shall be given the opportunity to provide input related to changes in student disciplinary policies for District-wide and/or local school application.

b. 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.

*Section 3. **Student Discipline Policy.*** Each bargaining unit member is responsible for carrying out the Agency's student discipline policy 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.

*Section 4. **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 his/her 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 him or her information on the status of the case to the maximum extent proper according to the supervisor's professional judgment, and in accordance with Privacy Act and other applicable law, rule or regulation.

**Section 5. Unit Employee Rights.**

a. A unit employee is free to use his/her 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.

b. 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.

c. A unit employee may also request a conference as described in section 2 b. 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 his/her supervisor to take further action to resolve the situation.

d. In the event that a unit member is subjected to bodily harm, threats to his/her person or personal property or suffers damage to personal property, the unit member may report that to law enforcement or higher DDESS authority.

e. In accordance with Chapter 71, the Association shall be given an opportunity to be represented at any examination of a unit employee by an Agency official in connection with an investigation of the employee's actions in a student disciplinary case if:

- (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (2) the employee requests representation.

## ARTICLE 15

### PLACEMENT OF STUDENTS WITH DISABILITIES

*Section 1. **Policy.*** Students with disabilities will be educated to the maximum extent appropriate with non-disabled students. The provision of special education and related services, including eligibility, placement decisions, and procedures, will be in accordance with the provisions of DoD Instruction 1342.12, "Provision of Early Intervention and Special Education Services to Eligible DoD Dependents," and DoDEA 2500.13-G, "DoDEA Special Education Procedural Guide."

*Section 2. **Training.*** The Agency will consider the provision of in-service training and/or staff development of general and special education instructional and support staff to effectively implement DoD Instruction 1342.12. Training/staff development may include program and policy procedures, restraint, policies and procedures for CPR, behavior management training, provision for accommodations and modifications, and other related training/information.

*Section 3. **Eligibility, Services, and Placement.*** One or more of the student's regular classroom teachers, if appropriate, must participate in a Case Study Committee (CSC) that determines a student's eligibility for special education. One or more of the student's regular classroom teachers, if appropriate, must participate in a CSC that develops and/or reviews a student's individualized education program (IEP) and determines appropriate placement in the least restrictive environment. The Parties recognize that students with disabilities should be educated to the maximum extent appropriate with students without disabilities.

*Section 4. **Agency Consideration of Bargaining Unit Member Request for Placement of Students with Disabilities.*** The placement of students with disabilities is at the discretion of the Agency and must be in accordance with a student's IEP. However, at the end of the school year, the Agency will accept requests from teachers for placement of students with disabilities in their class for the following school year.

*Section 5. **Teacher Input.*** As a member of the CSC, the teacher has an equal voice in determining the nature and delivery of services required to meet the goals and objectives of the student's IEP. If a unit employee dissents with a CSC team decision, that opinion will be noted in the minutes. At any time, the teacher may request that the CSC be reconvened to review the services being provided and propose modifications to the IEP based on student progress in the class. In accordance with the DoDEA Special Education Procedural Guide, meetings should not regularly remove the teacher from an instructional period nor should routinely interfere with teaching and planning responsibilities to include preparation time.

*Section 6. **Pupil Teacher Ratio (Class Size).*** The Agency recognizes the need to take into consideration the number of students with disabilities and the severity of their disabilities when placing such students in regular classes. Consistent with the Agency's resources, pupil-teacher ratios (class size) will reflect consideration.

**Section 7. Request for Assistance.** The Agency will consider requests for assistance, especially in cases of self-contained special education classrooms.

**Section 8. Planning and Preparation/Clerical Support.**

a. In accordance with Section 2.a. of Article 19, the Agency has determined that Special Education bargaining unit members with instructional duties shall have a minimum of 225 minutes per week (5 days) for planning and preparation purposes.

b. The Agency has further determined that Special Education teachers currently require an additional 160 minutes of preparation time to accomplish Special Education/Case Study Committee (CSC) related duties. Speech/Language Pathologists assigned Special Education/CSC related duties for cases exclusively related to speech/language disorders will also receive additional preparation time, if justified.

c. CSC meetings will be scheduled outside the 160 minutes referred to above, if possible.

d. Special Education teachers and Speech/Language Pathologists will be granted additional time to complete CSC related duties if justified.

e. Those Special Education teachers whose schedules provide for teaming time may, in conjunction with school-wide teaming expectations, use such time to collaborate, consult, or co-plan with general education teachers.

f. In the event a Special Education teacher is assigned testing duties, the Agency agrees to provide adequate time to perform those duties. The Agency agrees to avoid the assignment of testing duties by removing the teacher from teaching duties, for long-term periods, if possible.

g. The Agency shall continue to provide clerical/administrative support for Special Education teachers with Excent and CSC meeting procedures and preparation, in keeping with current practice. Additional clerical assistance may be requested from the school administrator, as needed, and will be granted at the discretion of the school administrator.

**Section 9. Make Up of Related Services.** When a related services bargaining unit member attends an Agency directed or approved conference or outside activity, the Case Study Committee will consider the necessity of making up the missed sessions based on a determination as to whether the student would regress in their Individual Educational Program without the therapy.

**Section 10. Special Education Alternate Assessment.**

a. The unit employee tasked with administration of the Alternate Assessment may request additional human resources assistance or material resources (e.g. materials, video tapes and the like, clerical support, reproduction of materials, etc.) needed for completing these assessments through their school principal. The Agency agrees to provide feedback as to which requested materials would be approved and when they are to be anticipated.

b. The Agency agrees that upon completion of the data collection period prescribed for the SPED Alternate Assessment, the school Principal shall provide appropriate additional non-

student contact time per applicable student to complete the document package for mailing to higher authority. If the employee believes additional official time is justified, he/she may request additional time in writing prior to accomplishing the task and include the justification for such additional time period.

*Section 11. **Staffing Standards.*** The Parties acknowledge that the Agency has elected to utilize DoDEA Staffing Standards for special education. These standards are posted on the DoDEA website. The Parties further recognize that these standards are guidelines only and serve as a goal for the Agency. The Agency agrees to notify the Union if DoDEA makes changes to these Standards.

*Section 12. **Internal Review of the Special Education System Record Management System.*** The Parties recognize that when the Agency deems it appropriate, it may conduct an internal review of the special education record management system and provide feedback to school administrators. Dates of internal review visits will be shared with school level staff with reasonable advance notice when the visit is designated by Headquarters DoDEA/DDESS as unannounced.





## **ARTICLE 16**

### **PROFESSIONAL MATTERS**

*Section 1. Academic Freedom.* The Parties acknowledge that the Agency determines the mission, basic educational policies, curriculum, and the overall academic development of students enrolled in the schools. Unit employees are free to develop their own plans of instruction subject to the guidelines and provisions for review established by the Agency. The Agency may establish procedures to allow for review of individual plans of instruction.

*Section 2. Individually Developed Materials.*

a. Educational materials individually developed by the unit member on his/her own time using non-government materials are the property of the bargaining unit member and may be economically exploited subject to the Joint Ethics Regulation (JER) and other applicable Federal ethics rules and regulations.

b. Bargaining unit members may always request an opinion from the Agency's Designated Ethics Official regarding ownership and economic exploitation of individually-developed educational materials.

*Section 3. Classroom Composition.*

a. Unit employees may make suggestions, in writing, to their respective principal concerning assignment of their pupils no later than 15 May of the current school year.

b. The Agency has determined that classroom composition will be based on DoDEA standards which may recognize regional accreditation guidelines.

*Section 4. Class Size.*

a. The Agency retains the right to determine class size.

b. Class-size determinations will be dependent on available resources as well as regional accreditation agency guidelines.

c. The Parties recognize the importance of working toward nationally recognized standards for class sizes and that the achievement of those standards is a worthwhile goal.

d. The Parties recognize that class sizes within the DDESS Puerto Rico District fluctuate from year to year, and are dependent on military and/or Federal agency mission requirements. Increased or decreased class size is not *per se* a change in conditions of employment requiring negotiation (including additional bargaining on compensation) under the provisions of Chapter 71 of Title 5, United States Code.

*Section 5. Grades.*

a. All unit members must utilize the grading system established by the Agency.

b. In the event that the grade(s) of a student are challenged, the employee will be provided with an opportunity to explain and justify the grade(s) assigned.

c. In the event that any grade is changed by the administration of the school, or the employee is directed by the administration to change the grade(s), the employee will be provided with a written statement from the Agency stating the reason(s) why the grade(s) was changed by the school administration.

d. In the event that the current grading program/system is changed by the Agency, the Agency agrees to fulfill its bargaining requirements, if necessary, in accordance with Chapter 71, of Title 5, United States Code.

e. Management agrees to provide an alternate method for documenting grades in the event of a technological malfunction with the established grading system.

**Section 6. Student Progress Reporting.** Special education teachers and teachers of English as a Second Language are presently required to prepare supplemental student narrative and/or on-line evaluations (such as required as part of the "Excent" program or similar computer program) in addition to the letter grades all teachers are required to prepare in the "Gradespeed" program. In the event that management reduces the amount of hours on teacher work days presently allocated for these duties below the level of the 2010-2011 school year, management agrees to bargain over the impact and implementation of such change.

## ARTICLE 17

### PERFORMANCE APPRAISAL SYSTEM

*Section 1. Objective.* The primary objectives of the DDESS performance appraisal system for professional bargaining unit members are improved instruction and educational services.

*Section 2. Application.*

a. Performance evaluation of DDESS-PR professional bargaining unit members will be in accordance with the principles and policies in 5 U.S.C. Chapter 43, Subchapter 1, 5 C.F.R. Part 430, and DoDEA Regulation 3000.1.

b. The Agency has determined that it is not feasible to transition bargaining unit members to a new performance appraisal system except at the beginning of a school year. Therefore, should this Agreement be implemented at any time other than the beginning of a school year, the Agency has determined that the current performance appraisal system for bargaining unit members will be used through the end of that school year.

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

d. Employees shall be informed of the supervisors who will evaluate their performance.

*Section 3. Performance Appraisal Plan.* 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.

*Section 4. Formal Observation Schedule.*

a. The Agency has determined that an appraiser may formally observe a probationary bargaining unit member in his or her primary duty a minimum of three (3) times in the school year. The first formal observation will be announced in advance, and a pre-observation conference will be held between the appraiser and the employee. Subsequent observations may or may not be announced. Formal observations will be followed within a five (5) school-day period by a conference between the appraiser and the employee to communicate observation feedback. The employee may submit a written response within five (5) school days thereafter.

b. The Agency has determined that an appraiser may formally observe other bargaining unit members a minimum of one (1) time per school year. Such observation(s) may or may not be announced in advance. Such formal observation(s) will be followed within a five (5) school-day period by a conference to communicate observation feedback. The employee may submit a written response within five (5) school days thereafter.

**Section 5. Summary Level Pattern.** A two (2) level system shall be used in evaluating employee performance and in determining the individual summary rating. The two levels are “Fully Successful” and “Unacceptable.” Employees who receive a “Fully Successful” rating on all critical elements will receive a rating of “Fully Successful.”

**Section 6. Appraisal.** Appraisal results shall be used to:

- a. Recognize, acknowledge, and encourage excellence in employee performance;
- b. Document satisfactory employee performance in the assigned areas of responsibility.
- c. Identify areas in which the employee may need improvement; and/or
- d. Document performance judged to be unacceptable based on the performance appraisal plan.

**Section 7. Assistance.**

a. In those instances where improvement is necessary, the Agency shall provide assistance to improve unacceptable performance prior to proposing any performance-based action (excluding reassignment). To this end, the Agency shall provide timely notice to bargaining unit members who are not serving on a probationary period of unacceptable performance in one or more critical elements. The notice shall be provided in writing to the employee, and the employee will be provided a reasonable opportunity to improve performance. The notice will include:

- (1) The critical element(s) of the performance which is unacceptable;
- (2) Improvement(s) the employee must make to attain satisfactory performance
- (3) The action(s) the Agency will take to help the employee improve; and
- (4) A reasonable time frame within which the employee has to improve the unacceptable performance prior to Agency action.

b. Bargaining unit members who are serving on a probationary period will also be provided assistance in meeting Agency performance expectations; however, formal written notice and opportunity to improve performance is not required.

**Section 8. Removal Based on Unacceptable Performance.**

a. Bargaining unit members may not be removed except for such just and sufficient cause as will promote the efficiency of the service.

b. A non-probationary employee whose removal is proposed under this section is entitled to:

- (1) Thirty (30) days advance written notice of proposed action which identifies:
  - (a) specific instances of unacceptable performance by the employee on which the proposed action is based; and
  - (b) the critical elements of the employee’s position involved in each instance of unacceptable performance;

- (2) A copy of the documentary evidence, if any, relied upon in proposing the action;
- (3) Be represented by an attorney and/or other representative;
- (4) A reasonable time to answer orally and in writing; and
- (5) A written decision which, in the case of a removal under this section, specifies the instances of the employee's unacceptable performance on which the removal is based and the employee's rights under the appropriate grievance and/or appeal procedures.

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 Section 7.a. above do not apply to the discharge or separation of an employee during a probationary period.

**Section 9. Association Assistance.** The Parties recognize that, except for the initial supervisor/employee meeting at the beginning of the school year when the performance appraisal plan is reviewed, all subsequent performance meetings are generally not formal discussions to which the requirements of Section 3 of Article 6 are applicable. Nevertheless, the Agency recognizes that in many instances attendance of an employee's Association representative may facilitate the meeting, contribute to improving the employee's performance, and/or assist the employee in understanding the performance issues. As such, the Agency official may allow for the presence of an Association representative.



## **ARTICLE 18**

### **CHILD ABUSE REPORTING AND EMPLOYEE RIGHTS**

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

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 (DoDEA Regulation 2050.9) and DDESS 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 officer and to the reporting employee's immediate supervisor, and will cooperate with the Family Advocacy Program process. Thus, a DDESS Puerto Rico District 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 District schools, shall as soon as possible (but in all cases not later than the end of the duty day) report the matter to the FAP officials and to the reporting employee's immediate supervisor. In the event the immediate supervisor is not available or is suspected or accused of abuse or neglect, the information shall be reported to the next higher level supervisor in the chain of command. When contacting FAP officials to make a report, an employee may request assistance from other school personnel in facilitating the employee's obligation to contact FAP officials. In the absence of sufficient information to reasonably suspect that an incident of child abuse has taken place, the employee may refer the matter to the school administrator for appropriate action, if necessary. The obligation to make such a report is an official, professional responsibility of each unit employee.

b. 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 or placing the accused educator on administrative leave; and/or removing the child from the accused educator's class.

c. 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.

#### **Section 2. Employee Rights.**

a. Unless the FAP, DDESS, 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 him/her normally within thirty (30) days of the initial report of the allegation. The Agency reserves the right to place an educator on administrative leave or remove the child/children from the educator's class.

b. The employee has the right to have union representation during any investigative interview by Agency personnel if the employee reasonably believes disciplinary action may result. If an employee requests representation by an Association attorney or representative, the Agency will consider delaying any questioning until the Association has been given at least 24 hours to confer privately with the employee. In no event will the employee be permitted to delay questioning beyond 24 hours.



c. When interviewed by non-Agency officials, the employee has the right to request to have the interview conducted away from 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.

d. 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. Copies of that letter will be distributed, at the employee's request, to all persons provided the DoDEA "Alleged Child Abuse Report" form, or any similar report, by the District.

e. All new employees will be provided information about child abuse identification, prevention, and reporting responsibilities. The Parties recognize the Association's statutory right to be present during all formal discussions, including any training sessions which constitute formal discussions under the statute, or as detailed in the applicable collective bargaining agreement.

f. Employees who make good faith reports of child abuse or suspected child abuse will be immune from civil and criminal liability arising out of such good faith reports pursuant to the "Victims of Child Abuse Act of 1990."

g. Employees against whom an allegation of child abuse is made may be eligible for counseling through the Civilian Employee Assistance Program (CEAP) and/or the local FAP office.

h. Any discipline of an employee, whether for child abuse or corporal punishment, will be taken in accordance with procedures set forth in the Negotiated Agreement between the Parties and applicable laws and regulations. If the Agency proposes discipline against an employee because of an allegation of child abuse, the Agency will make available to the employee all materials which it relied upon in proposing discipline, including any exculpatory evidence with respect to the proposed discipline, if such is in the possession of the Agency.

i. The employee will be informed of any record or registry that is to be maintained on any child abuse allegation made against the educator, where and by whom the record is maintained, to the extent the Agency is aware of such record or registry.

## **ARTICLE 19**

### **HOURS OF WORK AND SCHEDULING**

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

a. The workday for full-time bargaining unit members shall consist of eight (8) hours. Unit members must be physically present at the work site for a seven and one-half (7 ½) hour duty day which includes a 30-minute non-paid duty-free lunch period.

b. Salaries in this contract were negotiated with the realization and expectation that bargaining unit members will perform one (1) hour per workday of preparation and professional tasks for completion of their assigned eight (8) hour workday. While this one (1) hour of preparation and professional tasks may typically be performed at or away from the work site at the election of the unit member, the Agency reserves the right to require that this eighth hour on a particular workday be accomplished at the school site for activities such as training, staff development, or faculty meetings. Not more than ten (10) general faculty meetings which extend the duty day should be scheduled during the school year. Such meetings may continue one hour beyond the regular duty day.

c. However, if the Agency requires a unit member to lose his/her duty-free lunch period by assigning substantial duties to the employee during this 30-minute lunch period, the employee will be compensated in accordance with section 3.d. of this Article.

d. Additionally, the salary amounts specified in Article 26 and Appendix F were negotiated with the expectation that bargaining unit members will, within their assigned workday, perform professional duties and responsibilities typically and customarily associated with the position to which assigned, including student supervision, tutoring and attendance at meetings.

e. The workday for part-time bargaining unit employees shall be established as needed to meet the needs of the Agency. Typically, a part-time employee scheduled to work more than four (4) hours per day will receive the same non-paid, duty free lunch period as full-time employees.

f. In addition to the workday, bargaining unit members may be required to attend (4) evening meetings/events per school year without additional compensation.

g. 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).

h. When the duty day for Summer School or Extended School Year (ESY) programs exceeds four (4) hours in length per day, the unit member will also receive a 30-minute duty-free lunch period with no compensation paid for the lunch period.

#### **Section 2. Planning and Preparation.**

a. In order to comply with requisite accreditation standards, the Agency has determined that each full-time bargaining unit member with instructional duties shall have (within the duty day) a minimum of 225 minutes per work week (5 days) for planning and preparation purposes.

Part-time bargaining unit members shall receive a pro-rated portion (factor of 0.106 for each hour worked) of planning time.

b. Special education teachers will be provided additional preparation time within the duty day in accordance with Section 8. of Article 15.

c. The loss of a planning period as a result of a change in the instructional day such as assemblies, field days, special events, ceremonies, District-wide student assessment, field trips, early release for students, or emergencies (adverse weather, bomb threats, fire drills, installation-imposed threat conditions, and the like) will not be compensated.

d. In the case of management-directed loss of planning periods beyond the conditions described in section 3.c. (bargaining unit member does not receive 225 minutes of planning time per work week), the bargaining unit member will receive compensatory time in accordance with Article 26, Section 6.

### **Section 3. Work Year.**

a. The work year upon which the annual salaries were negotiated consists of 190 work days. The 190 workdays are to be allocated as follows:

(1) 180 instructional days; and

(2) 10 non-instructional days to be used for orientation, staff

development, record keeping, and/or parent teacher conferences or other similar purposes as determined by the Agency.

b. The Agency is free to assign additional workdays. When additional workdays are assigned, the bargaining unit member will be compensated at his/her earned hourly rate of pay. Additional workdays for full-time bargaining unit members will be eight (8) hours in length not including a 30-minute non-paid duty-free lunch period. Exceptions to this provision include: summer school or Extended School Year program, and reassignments per Section 3g or Section 5 of Article 28. In those instances pay will be based upon actual hours worked.

c. When a bargaining unit member is not in a work status on a scheduled additional workday or a portion thereof, he/she may request one of the following types of leave subject to management's approval:

(1) Use of sick leave for the period of absence, if the absence is due to reasons that meet the requirements for use of sick leave as provided for in Section 2 of Article 27 of this Agreement;

(2) Use of personal leave for the period of absence, if the absence is due to reasons that meet the requirements for use of personal leave as provided for in Section 3 of Article 27 of this Agreement; or

(3) Use of leave without pay (LWOP) if the employee elects in lieu of sick or personal leave. Use of LWOP will result in placement in a non-pay status for actual hours absent from the work site less the normal (30) minutes for lunch when the bargaining unit member is in a duty status immediately prior to or after the scheduled lunch period.

d. The Agency is also free to assign additional work hours. When additional work hours are assigned, the bargaining unit member will be compensated by the Agency at either the employee's earned hourly rate or with compensatory time. Employees may elect, at the time

additional work hours are assigned, to be compensated at their earned hourly rate or with compensatory time.

e. The Agency agrees to make reasonable efforts to provide bargaining unit members sufficient time to set up and close down their respective classrooms at the beginning and end of the school year. However, the Agency reserves the right to assign duties on any particular day of the work year.

f. If the Agency decides to extend the duty year of a unit employee by assigning work (exclusive of voluntarily accepted extracurricular duty assignments, summer school and/or Extended School Year program), the unit member shall be compensated at his/her earned hourly rate. If the Agency closes schools on days that are assigned as workdays as a part of the 190 day work year, due to inclement weather or other emergency, the Agency may extend the work year for an equal number of days without additional compensation to employees.

g. In order for additional hours/days outside of the regular workday or year to be compensable, a management official must have assigned same in writing. Upon conclusion of the specified additional hours assigned, the unit employee may submit a written report of the work accomplished to the supervisor.

h. It is recognized that certain employees, i.e., counselors and media specialists, may be directed to perform work during the summer recess period that extends their duty year. In such instances, the employees shall be notified at least thirty (30) days in advance and will be paid at their earned hourly rate.

#### **Section 4. School Calendars.**

- a. The Agency agrees to consider Association input prior to adopting a school calendar.
- b. All bargaining unit members will receive a copy (either hard copy or electronic copy) of the respective school/district approved calendar.
- c. Five (5) days will be designated as potential make-up days on the school calendar in the event of missed instructional days.

#### **Section 5. Sign In/Sign Out.**

a. DDESS Puerto Rico District professional bargaining unit members shall sign-in on a form and at a designation selected by the Agency. Daily sign-out is not required. However, sign-in and sign-out may be required for mandatory Agency training, when bargaining unit members depart the worksite within the duty day or at the discretion of the Superintendent and/or school Principal for individual bargaining unit members who have tardiness problems or who have left the work site early or without permission. Bargaining unit members must comply with any security and/or visitor rules and procedures if they visit another District school to which they are not normally assigned.

b. Bargaining unit members may not leave the school building or work site assigned, except during lunch, without the express permission of their supervisor.

c. The Agency has determined that it will establish a home school for each itinerant related services employee and establish the Principal of that school as the employee's supervisor. Each itinerant employee will be a faculty member of his/her home school, and to the maximum extent practicable itinerant employees will attend faculty meetings at their home schools. Itinerant related services unit members shall sign-in when they arrive at an assigned

school work site and sign out when they leave the school. Itinerant employees will be given a reasonable amount of duty time (15 minutes) to travel between assigned school work sites.

**Section 6. All Schools' Conferences and System-Wide Meetings.**

a. All schools' conferences and system-wide meetings which include bargaining unit members will normally be held (at the election of the Agency) at Fort Buchanan, but may be held at the other sites if deemed appropriate by the Agency.

b. Bargaining unit members required to attend such meetings will be granted mileage reimbursement in accordance with the JTR if transportation is not provided by the Agency.

## ARTICLE 20

### PROFESSIONAL DEVELOPMENT

*Section 1. Training.* In cases where it is considered appropriate to hold workshops/in-service sessions/training on a school-wide or district-wide basis, the Agency will inform the Association President regarding such training.

*Section 2. Conference Attendance.*

a. The Agency shall consider all requests for attendance at educational classes, professional conferences, seminars, workshops, conventions, and professional in-service training sessions for individual development which benefit the Agency. The Agency may pay all or part of the bargaining unit employee's expenses at the discretion of the Agency in accordance with the Joint Travel Regulations (JTR).

b. Upon notification of available conference(s), the Agency will advise the Association President or designee of the conference(s) along with the date(s) and time(s). The Association and/or individual bargaining unit employees may inform the Agency of available conferences as well and receive the same consideration.

c. All bargaining unit employees who desire to attend classes, conferences, seminars, workshops, courses, conventions and other types of training shall submit requests to their respective principal or supervisor. Upon endorsement by the principal or supervisor, the Superintendent or designee may approve requests for attendance based upon the needs and resources of the Agency.

d. Excused leave, in accordance with Article 27, may be granted for conference attendance at the discretion of the Agency.

e. Upon prior written approval, for the purposes of professional development, employees may be permitted to visit other educational institutions, businesses/government agencies, or places of historical interest, deemed by the Agency to be of exceptional educational value in connection with their teaching position.

*Section 3. Opportunity to Attend Conferences.* Consistent with mission requirements and school improvement goals, the Agency commits to provide reasonable and equitable opportunities for qualified employees to attend conferences as described in Section 2 above.

*Section 4. Travel.* The Agency shall abide by requirements outlined in Volume II of the Joint Travel Regulations when employees are approved in advance to attend educational classes, seminars, workshops, conventions, professional conferences, and other professional in-service training sessions for individual development at government or personal expense. Accordingly, employees may, with the advance approval of the Agency, be placed on permissive travel orders to attend such sessions at the employee's expense.



**ARTICLE 21**  
**EMPLOYEE PRIVILEGES AND BENEFITS**

*Section 1. **Dependent Attendance at DDESS Puerto Rico Schools.*** Dependents of bargaining unit members are eligible to attend DDESS Puerto Rico District Schools if authorized by 10 U.S.C. 2164 and DoD Instruction 1342.26, "Eligibility Requirements for Minor Dependents to Attend DoD DDESS," as amended.

*Section 2. **Base Privileges.*** Bargaining unit members, their spouses, and dependents are entitled to military base privileges (commissary, exchange, MWR facilities, etc.) according to DoD and host base rules and regulations.

*Section 3. **Optical Benefits.*** The Agency agrees to continue the optical benefit plan with a fifteen (15) percent increase in the current rate of contribution effective upon implementation of this Agreement. The following subsections specify the current provision of certain benefits to unit members, excluding not to exceed (NTE) and intermittent employees:

- (1) The plan will be contracted for and administered by the Association. The Association shall be responsible for all administrative costs. The Agency shall be held harmless from any liability arising out of the implementation and administration of the optical plan while such plans are administered by the Association.
- (2) The Association shall be responsible for identifying to the Agency the names and status (individual or family) of employees for whom payment is requested under the optical plan and for providing evidence of plan enrollment. The Employer will provide the premium payment for the optical plan for each employee who enrolls. Payment should be made to the Association by direct deposit no later than 60 days from receipt of the bill.





## ARTICLE 22

### DISCIPLINARY AND ADVERSE ACTIONS

#### *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. The results to be achieved through this means diminish in proportion to the time allowed to elapse between the offense and the corrective action. Nevertheless, the Parties agree that sufficient time should be allowed to complete appropriate investigations and fact-finding and that undue haste is as undesirable as undue delay. Supervisors, unit employees, Association representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

c. Disciplinary actions will not be arbitrary or capricious.

d. 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.

e. A bargaining unit member who is to be questioned by a DoDEA or DDESS management employee in connection with an investigation may request representation by the Association at any time that he/she reasonably believes that disciplinary action may result against him/her. If requested, the bargaining unit member will be entitled to be represented by an attorney, at no cost to the Agency, and/or an Association representative. If the bargaining unit member requests Association representation, by an attorney or an Association representative, no questioning will take place until the attorney and/or the Association has been given at least (24) hours to confer privately with the bargaining unit member. In no event will the bargaining unit member be permitted to delay questioning beyond (24) hours. However, if the matter to be investigated involves a lost child, bomb/terrorist threat, or some other matter involving imminent danger to students, faculty, and/or staff, the Agency shall not be required to delay the questioning.

**Section 2. Informal Disciplinary Actions.** Informal disciplinary actions are oral admonitions and letters of caution. Letters of Caution 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 his/her conduct or act of commission or omission. Such actions will not be placed in the employee's Official Personnel File (OPF).

**Section 3. Formal Disciplinary Actions.** 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 to ensure himself/herself of the facts of the case.

a. A Letter of Reprimand is the lowest level of formal disciplinary action. A Letter of Reprimand must state the reason(s) for its issuance, 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. A Letter of Reprimand may remain in the OPF for a period not to exceed two (2) years. If at the end of the first year, there have been no further disciplinary infractions, the employee may request to have the Letter of Reprimand removed from the OPF. There is no advance notice required before issuing a Letter of Reprimand.

b. 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 Schedule of Offenses and Recommended Remedies.

c. 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 must be given no less than fourteen (14) days written notice of proposed action.
- (2) The 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 unit employee of the right to reply orally or in writing or both, within ten (10) workdays 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) workday notice period, described in (c) above, whichever comes first; and
  - (e) Inform the unit employee what duty status he/she will be in pending a decision on the proposed action.
- (3) Notice of Final Decision. The unit employee shall receive notice of a final decision at the earliest possible date following the ten (10) day reply period. The notice shall be signed and dated and shall inform the unit employee of:
  - (a) The reason(s) for the decision;
  - (b) The effective date of the action; and
  - (c) His/her rights under the negotiated grievance procedure.

d. 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 action;
  - (b) Provide the employee with a copy of the material relied upon for the proposed action;

- (c) Inform the employee of his/her right to reply orally or in writing, or both, within twenty (20) 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 twenty (20) day period, whichever comes first; and
  - (e) Inform the unit employee of the duty status he/she will remain in pending a decision on the proposed action.
- (2) Notice of Final Decision. The unit employee shall receive notice of a final decision at the earliest possible date following the notice period. The notice of a final decision shall be signed and dated and shall inform the employee of the following:
- (a) Which of the reasons in the proposed notice have been found sustained;
  - (b) The effective date of the action; and
  - (c) His/her rights under the appropriate grievance and/or appeal procedures.
- e. Employees to whom a notice of proposed disciplinary action has been issued are also entitled to:
- (1) A reasonable amount of official time to review the notice and supporting material, to prepare an answer and to secure affidavits, medical documentation, and other documentary evidence, if the employee is otherwise in a duty status; and
  - (2) Be represented by an attorney and/or other representative.

**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-day notice period in Section 3.d. 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) 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 Probationers, Temporaries (NTE) and Substitutes.** The procedural rights described in Section 3.d. above do not apply to the discharge or separation of an employee during a probationary period, on a temporary appointment, or a substitute employee. However, if discharge is considered necessary, a written notification will be given to the employee before effecting 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, the affected unit employee may be carried in a duty status until the end of the notice period in order to complete the process. Otherwise, time limits do not run during any recess period in excess of four (4) days on disciplinary actions affecting bargaining unit members on a seasonal work schedule.

*Section 8. **Relationship to DDESS Instruction.*** The provisions of this Agreement will be controlling when in conflict with DDESS Administrative Instruction 1435.1.

## ARTICLE 23

### TRAVEL

*Section 1. Local Mileage Reimbursement.* Unit employees required to travel by the Agency away from their normal duty station and return, and the trip is less than twelve (12) hours, will be granted local mileage reimbursement in accordance with the Joint Travel Regulations. Employees should complete a SF-1164 and submit to their supervisor. Reimbursement for travel will only be approved if government transportation is not provided or available.

*Section 2. Temporary Duty Travel.* Unit employees required to travel on official orders away from the normal duty station for more than twelve (12) hours, must complete a DD Form 1610 upon their return and submit it to their supervisor within five (5) duty days. Travel expenses will be reimbursed in accordance with the JTR.

*Section 3. Travel Information.* Unit employees may obtain information covering government travel from their supervisor and/or the DDESS Puerto Rico Budget Office.

*Section 4. Compensatory Time for Travel.* Compensatory time off for travel will be administered in accordance with the following provisions:

- a. Bargaining unit members are eligible for compensatory time off for travel for time spent in a travel status away from the employee's official duty station in accordance with the provisions of 5 U.S.C. 5550b, OPM Guidance and DoDEA Policy Memorandum 05-HRC-008.
- b. A "Request for Compensatory Time Off for Travel" must be completed by the employee upon conclusion of the travel and submitted to the supervisor for approval within five (5) workdays after returning to the official duty station.
- c. An employee must use accrued compensatory time off by the end of the 26<sup>th</sup> pay period after the pay period for which it was credited, or forfeit such compensatory time. An employee may not receive payment under any circumstances for any unused compensatory time earned.
- d. Accrued compensatory time off for travel (CTFT) may be taken in increments of one quarter hour (15 minutes) subject to supervisor approval. All requests for employee usage of CTFT must be submitted to the employee's supervisor in accordance with established leave procedures as described in Article 27.
- e. There are no restrictions as to the work days an employee can request to use accrued CTFT.



## ARTICLE 24 DUES ALLOTMENTS

*Section 1. Authority.* The Employer shall deduct Association dues from the pay of all eligible employees who voluntarily authorize such deductions in accordance with the provisions set forth herein.

*Section 2. Payroll Deductions.* Bargaining unit employees may have their Association dues deducted through payroll deduction provided:

- a. The employee is a member in good standing of the Association;
- b. The employee has completed a Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues." supplied by the Association;
- c. The employee receives pay on the regularly scheduled paydays; and such pay is sufficient, after all deductions required by lawful authority, to cover the full amount of the dues allotment; and
- d. During any pay period in which there are insufficient funds in an employee's paycheck to cover dues withholding, no withholding will be deducted for that pay period. A list of employees having insufficient funds for dues withholding purposes will be furnished to the Association President. The Agency will not be responsible for collecting dues not withheld due to insufficient funds.

*Section 3. Association Responsibilities.* The Association agrees to:

- a. Notify the Defense Finance and Accounting Service (DFAS), or the servicing payroll office in writing of the amount of Association dues by September 15 and any changes in the dues amount thereafter;
- b. Notify the DFAS or servicing payroll office in writing of the name and address of the payee to whom the remittance check should be made;
- c. Acquire and distribute Standard Form 1187 to unit members, as requested;
- d. Submit completed Standard Forms 1187, both authorizing deductions and revoking deductions, to the servicing payroll office;
- e. Certify to the Agency, at the earliest practical date, the amount of dues and the names and addresses of officials of the Association authorized to certify Section "A" of the Standard Form 1187 on behalf of the Association. The Association shall also be responsible for providing the Agency prompt written notification of changes in the name or address, or both, of the officials of the Association who have such authority.
- f. Certify the amount of dues to be withheld on the Standard Form 1187;
- g. Notify the servicing personnel office promptly and in writing if an employee ceases to be a member in good standing; and
- h. Assist the Agency in resolving any claims and disputes arising by reason of the Association's actions relating to dues withholding.



**Section 4. Agency Responsibilities.** The Agency agrees to:

- a. Promptly process voluntary dues allotments in the amount certified by the Association;
- b. Withhold dues in equal amounts over twenty-six (26) full pay periods.
- c. Transmit funds (remittance checks, electronic fund transfer, etc.) to the Treasurer of the Association dues withheld for its account. The transmittal shall be made no later than ten (10) workdays following the day that the related salaries were paid to the unit members. Such remittances will be made to the Association Officer designated in writing by the Association President. Remittances shall show the names of participating unit members, the amounts withheld, and the pay period from which deductions were made;
- d. Maintain SF-1188s, Cancellation of Payroll Deductions for Labor Organization Dues, and furnish the forms to unit members upon request; and
- e. Expediently correct government error in the dues-withholding process. Errors in remittance checks will be corrected and adjusted in a subsequent check.

**Section 5. Dues Withholdings.**

- a. Standard Form 1187, authorizing withholding of dues, may be submitted at any time to the appropriate official of the Agency, and withholding of dues shall begin with the first pay period after its receipt by the Defense Finance and Accounting Service (DFAS).
- b. The amount of Association dues to be deducted each biweekly pay period shall remain as originally authorized on the Standard Form 1187 until a change in the amount of such dues is certified by the authorized Association official, and such certification is transmitted to the Agency by the Association. Such change in the amount of dues to be withheld will be effective at the beginning of the third pay period following receipt of the notice in the payroll office, unless the Association specifies a later date. Only one (1) such change may be made in any period of twelve (12) consecutive months.

**Section 6. Revocation of Dues-Withholding.** Employees may revoke their dues withholding by submitting an SF-1188 to DFAS or the servicing Financial Technician at the DDESS Area Service Center. Per 5 U.S.C. 7115, a voluntary revocation of due withholdings may not be effected for a period of one (1) year after authorization by the employee. Dues revocation requests received by the Association (timely or untimely) will be promptly forwarded to the servicing personnel office. Untimely-submitted dues revocation requests received by the Agency will be promptly returned to the employee.

**Section 7. Termination of Dues-Withholding Allotment.**

- a. An allotment for an employee will be terminated at the end of the pay period following receipt of the dues revocation notice, or during which an employee is separated from the Agency's rolls through transfer, retirement, resignation, death, expiration of appointment, or for cause.
- b. Allotments for all employees will be automatically terminated in the event exclusive recognition is no longer accorded to the Association.

c. When a unit employee is reassigned to a non-unit position, the Agency will cease dues withholding for the employee.

**Section 8. Dues Withholding Errors.**

a. In the event the Agency either improperly revokes or terminates dues withholding, the Agency will immediately restart the dues withholding.

b. When an erroneous deduction (Dues-Withholding Revocation) is taken from an employee's pay, the Agency will reimburse the affected employee(s) but will recoup the amount of the erroneous deduction from a subsequent remittance check, following written notification to the Association.



**ARTICLE 25**  
**CERTIFICATION/LICENSURE**

**Requirement for Certification/Licensure.**

a. DoDEA Regulation 5000.9, "DoDEA Educator Licensure Program," dated June 25, 2003, as amended, will be the governing directive on certification/licensure in the DDESS-Puerto Rico District.

b. The Agency shall determine the requirements for certification/licensure for positions occupied by bargaining unit members.

c. All employees are required to be certified/licensed at the time of hiring and recertified/re-licensed as appropriate. The Agency may elect to hire or place employees without proper certification/licensure.

d. The Agency may initiate appropriate corrective action, including removal, when unit employees fail to meet certification/licensure requirements.

e. Upon obtaining employment with the DDESS Puerto Rico District, new professional educators will be required to execute the Acknowledgment contained at Appendix G.



## ARTICLE 26 PAY AND BENEFITS

### *Section 1. Salary.*

a. Retroactive to 11 August 2008, the salary schedule for all unit employees shall be increased annually by three (3) percent above the previous year's salary schedule. These retroactive salary increases shall be effective for the 2008-09, 2009-10 and 2010-11 school years. These salary increases do not apply to intermittent employees.

b. School Year 2011 – 2012 salaries for bargaining unit members (annualized over 12 months) will initially be set in accordance with the schedules found at Appendix F effective July 25 following the effective date of this agreement. These schedules will be adjusted as appropriate for any increase in locality payment effective with the first pay period of the calendar year as mandated for Federal employees in Puerto Rico in accordance with P.L. 111-84 (Non-Foreign Area Retirement Equity Assurance Act) plus COLA as applicable.

c. In addition to any mandated increase in locality pay as described in subsection b. above, the salary schedules for bargaining unit employees will be increased by any general increase effective with the first pay period of the calendar year as mandated for Federal employees in Puerto Rico.

### *Section 2. Pay Year.*

a. The pay year for permanent bargaining unit members on set work schedules (Full-time or Part-time) will begin on the 25<sup>th</sup> day of July each year and end on the 24<sup>th</sup> day of July the following year.

b. Temporary employees will be paid for hours they have actually worked.

c. Steps 2 through 30 of the salary schedules are annual step increases payable upon completion of one (1) year of service in the prior step.

(1) For full-time employees a year of service is defined as no fewer than 120 work days.

(2) For part-time employees, a year of service is defined as a minimum of 900 hours in a pay status at the prior step. Hours in a pay status are cumulative and will be tracked from pay year to pay year until the bargaining unit member completes the 900 hours required for advancement to the next step. Once a bargaining unit member advances to the next step, he/she must be in a pay status a minimum of 900 hours at the new step prior to being eligible for advancement to the next step.

(3) Full-time and part-time bargaining unit employees whose pay is spread over the pay year will have step increases effective as follows:

(a) Full-time employees: On the first day of the pay year.

(b) Part-time employees: At the beginning of the pay period following completion of 900 hours in a pay status at the prior step.

- (4) For bargaining unit employees outlined in section 2. b. above, step increases will be effective the first day of the school year following completion of one year of service.
- (5) Under no circumstances will employees receive more than one step increase per pay year.

### **Section 3. Pay Setting for Current Bargaining Unit Members.**

Current bargaining unit employees, on the effective date of this Agreement, will be transitioned to the salary schedules at Appendix F at the beginning of the first pay year (July 25) following the effective date of this agreement according to the following procedures:

a. Employees will be placed in the pay lane commensurate with degree, or degree plus semester hours (or equivalent quarter hours), earned from a regionally accredited college or university.

b. Bargaining unit members will be transitioned, using their current earned hourly rate, (i.e., current School Year salary divided by 1231 hours) to the appropriate academic salary lane and step on the salary schedules at Appendix F. Step placement on the pay schedule will be at the step that most closely matches the employee's earned hourly rate of pay. If the employee's earned hourly rate falls between two steps, the employee's pay will be set on the higher step.

c. If the bargaining unit employee's earned hourly rate exceeds the top step of the appropriate lane on the pay scale, he/she will be placed in a saved pay status (full-time employee's School Year salary is computed by multiplying the Earned Hourly Rate x 1520 hours). While on saved pay, employees will receive one-half of the annual increase for the top step of their respective pay lane until such point as the top step in the employee's pay lane equals or exceeds the employee's earned rate of pay or until the employee is moved to a position or pay lane that will accommodate his/her retained hourly rate of pay.

### **Section 4. Pay Setting After Implementation of the Agreement.**

a. Prior experience for pay setting purposes will be accorded for the life of the Agreement as reflected on the matrix at Appendix Q.

b. New bargaining unit employees hired after the effective date of this Agreement will have their pay set according to the following:

- (1) Employees will be placed in the pay lane commensurate with degree, or degree plus semester hours (or equivalent quarter hours), earned from a regionally accredited college or university.
- (2) Pay will then be set according to their years of experience as follows: Credit for all years of previous DoDEA (DODDS and DDESS) or other creditable Federal civilian teaching experience, plus credit for a maximum of nine (9) years of non-federal teaching experience. The initial step placement of temporary (NTE) bargaining unit employees will not exceed step 6.

c. All bargaining unit employees will receive pay lane adjustments as follows:

- (1) Pay lane adjustments will be made upon receipt by the Agency of an official copy of a transcript indicating course work completion or award of an advanced degree from a regionally accredited college or university. If the college or university does not identify the date course work was completed, bargaining unit

employees may provide official grade reports or other appropriate official documentation from the college or university in conjunction with the transcript to establish the date on which course hours were completed and grade/degree was awarded.

- (2) Pay lane adjustments based upon completion of “degree plus hours” (e.g., BA+15) means graduate semester hours completed after the award of an academic degree. Quarter hours will be converted to semester hours on a 5 to 3 basis (i.e., 5 quarter hours equals 3 semester hours). In determining pay lane adjustments based upon completion of “degree plus hours,” the graduate credits acquired must be in an employee’s certified field(s) and/or general education.
- (3) 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 as reflected on the official transcript(s), provided the employee submits the request for pay lane change within one-hundred twenty (120) days of award of the degree or completion of the coursework. If the employee does not submit the request for pay lane change and supporting transcript(s) within this time period, the pay lane change shall be effective at the beginning of the pay period following submission.

**Section 5. Procedures.** Pay and benefits shall be provided in accordance with the payroll and leave accounting procedures set out in Department of Defense Financial Management Regulation, Volume 8, “Civilian Pay, Policy and Procedures.”

**Section 6. Compensatory Time.**

a. Employees will not receive multiple forms of compensation for the same period of work, i.e., not receive both basic pay and compensatory time for the same period of work, not receive compensatory time and additional payment at earned hourly rate for the same period of work, not receive compensatory time and EDA payment for the same period of work, etc.

b. Employees normally must use compensatory time before the end of the school year in which it was earned.

- (1) If the employee fails to request to use the compensatory time within the school year in which it was earned, the compensatory time will be forfeited; and compensation for the compensatory time will not be paid.
- (2) If the employee requests to use the compensatory time within the school year in which it was earned and the request was denied due to work requirements, the employee will be compensated at a rate of twenty-five (25) percent above the employee’s earned hourly rate of pay.

c. When compensatory time is earned after 1 April of each school year and cannot be used due to work requirements prior to the end of the school year in which earned, the employee may request such compensatory time be carried over to the following school year. If the employee fails to request to use the compensatory time within the established time frame (the school year to which it was carried over), the compensatory time will be forfeited; and compensation for the compensatory time will not be paid. If the employee requests to use the compensatory time within the established time frame and the request was denied due to work requirements, the employee will be compensated at a rate of twenty-five (25) percent above the employee’s earned hourly rate of pay.



**Section 7. Method of Payment.**

a. All DDESS employees are required to participate in electronic fund transfer as the standard method of payment in accordance with the Debt Collection Improvement Act of 1996.

b. All permanent bargaining unit employees on set work schedules (Full-time or Part-time) will be paid over 26 pay periods. A unit employee (except as otherwise specified in this agreement) will receive pay through recess periods during the regular work year without regard to whether or not the employee is in a pay or non-pay status immediately before or after the recess period.

c. A Leave and Earnings Statement (LES) will be mailed to the home mailing address designated by the employee following the issuance of each bi-weekly paycheck, unless the employee opts out and elects to receive the LES electronically.

**Section 8. Summer School/Extended School Year.**

Unless the Parties mutually agree otherwise, bargaining unit members employed for summer school will be paid at their earned hourly rate and will receive their pay on a bi-weekly basis.

**Section 9. Late Payment of Compensation.** A unit employee who receives late or delayed payment of salary or other monetary benefit will be provided interest at the treasury rate from the date the payment was due in accordance with the Back Pay Act and government-wide regulation.

## ARTICLE 27

### LEAVE

#### *Section 1. General Provisions.*

a. Sick and personal leave will be front-loaded at the beginning of the school year for both full and part-time employees.

b. All bargaining unit members must submit a completed OPM-71 for all leave, either at least one (1) workday in advance, or when emergency situations preclude such advance submission, immediately upon their return from leave.

c. When emergency situations preclude bargaining unit members from submitting leave requests one (1) workday in advance, the employee must provide as much advance notification as possible, normally no later than one (1) hour prior to the scheduled start of their workday. Failure of a bargaining unit member to make such notification may result in carrying him/her in an unauthorized absence status, depending upon the determination of facts by the Employer in each individual case. All calls will be made to the person(s) designated to receive such calls.

d. Only bargaining unit members with a scheduled tour of duty (non-intermittent work schedule) who are in a pay status will accrue leave.

e. When a bargaining unit member who is indebted for unearned leave is separated or a bargaining unit member works less than the number of days/hours projected when front-loading leave, the Agency reserves the right to:

- (1) Deduct the amount of unearned leave which was front-loaded from the bargaining unit member's leave account once the following year's leave is credited; or
- (2) If the bargaining unit member has separated, deduct the monetary value (earned hourly rate when the leave was taken times number of hours used) of the unearned leave from any pay due.

f. The Leave Year for bargaining unit members will be the same as the Pay Year established in Article 26.

g. Bargaining unit members selected for summer school and/or Extended School Year (ESY) employment do not accrue leave (sick or personal) for summer school work and may not utilize accumulated leave during the summer or ESY session(s). Employees who meet leave requirements may be granted leave without pay (LWOP) for legitimate absences.

h. All leave for a full workday's absence will be deducted based upon an eight (8) hour workday. Leave for less than a full workday's absence will be deducted based upon actual hours absent from the work site. When the lunch period is in conjunction with a partial workday's absence, the amount of leave charged will exclude the lunch period.

i. Sick and personal leave may be taken in fifteen (15) minute increments.

## Section 2. Sick Leave

a. Full-time bargaining unit members shall earn twelve (12) days of sick leave per school year which will be front-loaded. Part-time bargaining unit members or bargaining unit members who work less than the full school year shall accrue and be front-loaded sick leave at the rate of 0.0632 hours of sick leave for every one (1) hour to be worked, up to a maximum of ninety-six (96) hours of sick leave.

b. Approval of sick leave shall be granted to bargaining unit members when sick leave is available for use; the employee has followed established leave procedures, and the employee:

- (1) Receives medical, dental, or optical examination or treatment;
- (2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental, or optical examination or treatment;
- (4) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- (5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by the employee's presence on the job because of exposure to communicable disease; or
- (6) Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

c. The amount of sick leave granted to a bargaining unit member during any leave year for the purposes described in 2.b.(3) and (4) above may not exceed a total of 104 hours (or prorated portion thereof, for part-time employees).

d. Family members for which sick leave described in 2.b.(3) or (4) above may be used are defined as: spouse and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the bargaining unit member is the equivalent of a family member.

e. A written statement from the employee (if medical care was not required) or medical certificate containing a brief statement of the nature of the illness, inclusive dates of treatment, and a statement releasing the bargaining unit member to return to duty must ordinarily support periods of absence on sick leave in excess of three (3) consecutive workdays and may be required by the Employer to support use of sick leave described in 2.b.(3) or (4) above.

f. A bargaining unit member who presents a medical certificate covering an extended period will normally not be required to provide an interim medical certificate prior to expiration of the extended period. Bargaining unit members on long-term medical absences must periodically provide updated medical statements to cover all periods of absence.

g. If the Employer has reason to believe that a bargaining unit member is abusing his/her sick leave privileges, the bargaining unit member may be required to provide a physician's statement/medical excuse for any period of absence. A bargaining unit member who is required to furnish medical documentation for each absence due to illness will be required to contact his/her supervisor or his/her supervisor's designated representative when requesting sick leave.

h. When sickness occurs during a period of approved personal leave, the period of illness may be applied to sick leave, with the balance being charged to personal leave, provided the bargaining unit member provides telephonic notification to the supervisor (or designee) at the beginning of the period of sick leave of the need to change from the use of personal leave to the use of sick leave and the reason for the change (i.e., illness, illness of family member, etc.) and provided that the use of sick leave meets the criteria described within this Article. It is the bargaining unit member's responsibility to submit corrected leave slips for this period upon return to duty.

i. Advanced sick leave may be approved for sick leave usage by permanent bargaining unit members for reasons described in Section 2.b.(1), (2), (5) and (6) above by the Superintendent (or designee) up to a maximum of twelve (12) days/ninety-six (96) hours, or a pro-rated portion thereof for part-time employees. Decisions on approval/disapproval of advanced sick leave are not subject to the grievance process. Advanced sick leave must be paid back with accrued sick leave in accordance with applicable laws and regulations or, if the bargaining unit member separates, as provided for in Section 1.e. of this Article.

j. Accumulated sick leave available for each bargaining unit member's use will, on the effective date of this agreement, be carried forward to the bargaining unit member's sick leave balance under this Agreement.

k. Permanent and temporary bargaining unit members who were previously employed by a Federal agency and who are eligible to use and accrue sick leave at the DDESS-Puerto Rico District will carry forward the most recent sick leave balance if there has not been a break in service from the prior Federal employment. If there has been a break in service, upon receipt of documentation of the bargaining unit member's prior sick leave balance from the most recent period of Federal employment, the Agency will re-credit the bargaining unit member's sick leave balance provided such documentation is provided to the Agency within three (3) months of initial employment by the DDESS-Puerto Rico District.

l. Sick leave may be accumulated from year-to-year and is transferable to other Federal government agencies.

### **Section 3. Personal Leave.**

a. Each full-time bargaining unit member shall earn three (3) days of personal leave per school year to be used for any purpose. Part-time bargaining unit members or bargaining unit members who work less than the full school year shall accrue and be front-loaded personal leave at the rate of 0.0158 hours of personal leave for every one (1) hour to be worked, up to a maximum of twenty-four (24) hours of personal leave.

b. Personal leave must be requested by the bargaining unit member and approved by the Agency. Personal leave may be accumulated from year-to-year, not to exceed six (6) days. Bargaining unit members will not be compensated for unused personal leave. However, unused personal leave in excess of six (6) days will be converted to sick leave.

c. Bargaining unit members who have accumulated personal leave prior to this Agreement will have a maximum of three (3) days of personal leave transferred to their personal leave balance and the remainder of their accrued personal leave transferred or converted to sick leave. At no time will a bargaining unit member's personal leave balance exceed six (6) days.

d. Newly hired permanent or temporary bargaining unit members previously employed by DDESS who are re-employed with less than a fifteen (15) month break in service will have their personal leave balance from the most recent period of employment re-credited upon receipt of documentation of their prior personal leave balance, provided such documentation is provided within three (3) months from initial employment by the Agency. Any personal leave re-credited to the bargaining unit member cannot result in the bargaining unit member's total personal leave balance exceeding six (6) days. Any personal leave which cannot be re-credited because of this limitation will be transferred to the bargaining unit member's sick leave balance.

e. Advanced personal leave may be requested by and approved for permanent bargaining unit members who earn personal leave. Requests for advanced personal leave must be submitted through the immediate supervisor to the Superintendent (or designee) for approval. Decisions on approval/disapproval of advanced personal leave are not subject to the grievance process. The maximum amount of advanced personal leave a bargaining unit member may have at any given time is three (3) days/twenty-four (24) hours, or a pro-rated portion thereof for part-time bargaining unit members. Advanced personal leave must be paid back through accrual of personal leave or, if the bargaining unit member is separating from the DDESS-Puerto Rico District, as provided for in Section 1.e. of this Article.

#### **Section 4. Excused Absence/Leave.**

a. Excused leave may be granted at the discretion of the Agency to bargaining unit members, with no charge to their personal or sick leave accounts, for the following reasons:

- (1) Blood donations for which the bargaining unit member is not compensated;
- (2) Adverse weather conditions, acts of nature, military necessity, or other circumstances beyond the control of the Agency;
- (3) Jury duty;
- (4) Approved late arrivals or early departures not to exceed 59 minutes;
- (5) Conference attendance;
- (6) Voting;
- (7) Permanent change of duty station;
- (8) DoD employment interviews;
- (9) Emergency situations;
- (10) Initial counseling session from a referral under the Employee Assistance Program; and
- (11) Other reasons as approved by the Agency (See DoD 1400.25-M)

b. A supervisor may grant excused leave only on a non-recurring basis.

**Section 5. Leave Without Pay.**

- a. Employees have an entitlement to LWOP in the following situations:
  - (1) Family and Medical Leave Act (FMLA) (Section 11 infra);
  - (2) The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L. 103-353);
  - (3) Necessary medical treatment for disabled veterans in accordance with E.O. 5396.
- b. Leave without pay may be granted, at the discretion of the Agency, to bargaining unit members for circumstances other than those set out above.
- c. Employees must request LWOP by completing an OPM Form 71 and submitting it to their supervisor.

**Section 6. Compensatory Time.** Accrued compensatory time may be substituted and used for approved absences in lieu of sick leave, personal leave, or leave without pay subject to the provisions for use of such leave as described in this Article. When a bargaining unit member has accrued compensatory time available for use, such compensatory time must be used before other types of paid leave. Compensatory time will be charged in (15) minute increments.

**Section 7. Absence Without Leave.** Absence Without Leave (AWOL) can be charged if a bargaining unit member 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. AWOL is not a disciplinary action, but may be used as the basis for one.

**Section 8. Funeral Leave.** Bargaining unit members will be entitled to not more than a three (3) day absence without charge to leave or loss of pay, to make arrangements for, or attend the funeral or memorial service for, an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone as provided for in 5 C.F.R. 630.804.

**Section 9. Military Leave.** Military leave will be granted in accordance with Section 6323 of Title 5, United States Code, and implementing regulations.

**Section 10. Court Leave.** Leave for jury or witness service will be in accordance with 5 U.S.C. § 6322, and applicable OPM and Agency regulations.

**Section 11. Family and Medical Leave.**

- a. Leave under the Family and Medical Leave Act (FMLA) will be in accordance with applicable OPM and Agency regulations.
- b. Bargaining unit members should consult with their supervisor and/or servicing labor/employee relations specialist when requesting leave pursuant to FMLA

**Section 12. Voluntary Leave Transfer Program.** The Agency will provide bargaining unit members the opportunity to participate in the Voluntary Leave Transfer Program under 5 C.F.R. 630, Subpart I, and applicable Agency regulations (DDESS Instruction 1410.2). Sick leave, in addition to personal leave, may be donated under this program.

**Section 13. ACEA Leave Bank.**

a. A Leave Bank (LB) will be established for use by eligible bargaining unit members for medical emergencies, catastrophic illness, maternity purposes, or injury experienced by the member. All bargaining unit members who accrue leave may join the bank by contributing at least one (1) sick or personal leave day and completing the form contained at Appendix K. The LB may carry over all unused hours to the following school year.

b. Participation in the LB by bargaining unit members will require donation of one (1) day of sick or personal leave (or pro-rated portion thereof for part-time employees) during the first thirty (30) days of employment and then annually during the Open Season (November of each year). Unit employees may initiate or cancel contributions only during an annual open season. Contributions and cancellations made during the November open season shall become effective on the following first day of January. For the first twelve months of new membership in the LB, no bargaining unit member will be authorized a grant of leave from the bank for pre-existing conditions.

c. A bargaining unit member requesting days from the LB must use the form contained in Appendix L and have exhausted all leave which can be used for the nature of the emergency such that the bargaining unit member would otherwise, absent approval from the LB, be in a non-pay status. The requestor will furnish a completed employee request form and a written physician's statement, as contained in Appendix M, demonstrating the need for additional leave to cover a medical emergency, catastrophic illness, maternity purpose, or injury. Grants of leave from the bank will not be authorized for illness or disability from intentional self inflicted injury or acts of war. Further, a member of the bank will lose the right to request leave from the bank by: (1) falsification of information on the LB Leave Request Application; (2) termination of employment with DDESS-PR; or (3) written, signed notice from the unit member during the established open season to discontinue his/her annual contribution of leave days as of the date the contribution becomes due.

d. The LB Committee will consist of one Agency official appointed by the Superintendent and two bargaining unit members appointed by the Association President. The LB Committee will make decisions on all requests for leave hours from the LB to be made available for unit employee use. However, unit employees thereafter must still request leave approval from their supervisor. The LB will also determine when open seasons should be held to allow bargaining unit members who have not previously contributed to the bank an opportunity to do so, and will monitor the amount of leave remaining in the bank to ensure the bank is not depleted.

e. A majority vote by the LB Committee members approving the leave is required to grant leave hours from the LB. Decisions by the LB Committee are final and not subject to the grievance process.

f. Any bargaining unit member participating in the LB will be limited to a withdrawal from the bank of up to a total of forty (40) workdays in succession. When an illness extends beyond forty (40) workdays, the bargaining unit member may re-apply to the LB Committee for further consideration of additional leave.

g. All donations of leave to the LB are final when donated and cannot be restored to the bargaining unit member.

h. The leave balance in the LB established prior to the effective date of this agreement will be transferred to the bank and be available for use of bargaining unit members as determined by the LB Committee. Bargaining unit members enrolled in the prior LB must re-enroll in the LB established under this Article as described in Section 13a above in order to continue eligibility to receive leave from the LB.

i. The Agency shall provide an annual report of the status of the Emergency Leave Bank to the LB Committee.

j. A grant of leave from the LB for maternity purposes may only be used by the unit member subsequent to the birth of the child. A member may not receive a grant for maternity purposes for two consecutive years.

k. Leave from the LB may not be used for disabilities which qualify the member for Workers' Compensation.

l. If the LB is terminated for any reason, the balance remaining shall be returned to the current members on an equal basis.

m. Grants of leave from the LB will not be carried over from one school year to another. All grants end as of the last duty day of the school year.

n. If a member does not use all of the leave days granted by the LB, the unused portion will be returned to the LB.

#### **Section 14. Educational Leave.**

a. Bargaining unit members may apply annually (subject to any additional criteria stated below) for any or all of the following Agency educational leave programs:

- (1) Yearlong Educational Leave at Half Pay;
- (2) Leave Without Pay (LWOP) for Educational Purposes; and
- (3) Administrative Reemployment Rights (ARR) Program.

b. To be eligible for the 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. Those employees applying for the LWOP or ARR programs must be serving on permanent appointments and have completed five (5) years of consecutive service with DDESS since their last period of educational LWOP or ARR.

c. All selections for educational leave programs will be made by the DDESS Director or his/her designee. Any such decision is not grievable under Article 30 of this Agreement.

d. Selections for all Agency educational leave programs will reflect the Agency's system-wide needs and be tailored towards achieving the goals and benchmarks outlined in the Community Strategic Plan. Additionally, selections will reflect the Agency's need for educators who are multi-qualified in several areas to provide necessary staffing flexibility. Accordingly, priority consideration will be given to educators who propose a course of study resulting in certification in another academic area. Nothing in this section is intended to prevent the Agency from changing its educational programs.



e. Following completion of any of the Agency educational leave programs as described in Appendix N, bargaining unit members will normally be assigned to positions or duties within the DDESS Puerto Rico District in which they utilize the skills and knowledge acquired and can act as resource persons for in-service training. Any such assignments following completion of the program are not grievable under Article 30 of the Agreement.

f. All bargaining unit members who wish to apply for any of the Agency educational leave programs must complete an application/ agreement form as contained in Appendix N. Completed applications must be received at the DDESS Director's Office not later than January 15th of each year for academic programs commencing the following fall.

## ARTICLE 28

### VACANCIES, REASSIGNMENTS, DETAILS, AND SUMMER SCHOOL

*Section 1. Vacancies.* The Agency has decided to utilize the Employment Application System (EAS) in filling professional vacancies. EAS is an electronic application system which allows professional applicants to submit, modify, update, and track their application online. Applicants may apply to positions year round from any computer with internet access. Applicants are encouraged to apply by early January to be considered for the next school year. The annual deadline for applying may vary but it will be posted on the DDESS EAS website. All applications received before the deadline will be considered for the school year. If an employee applies after the deadline, they will be considered only if there are no other qualified candidates.

a. To ensure that professional bargaining unit employees are aware of and have an opportunity to express interest in reassignment to vacancies that occur during the school year, internal vacancy notices will be published prior to referral being made from EAS and will, at a minimum, identify the specific position to be filled by position title and type (i.e., grade, subject, or other identifying information), and the location of the position (i.e., school location).

b. Such notices shall be posted in appropriate locations throughout the District. In addition, the vacancy notice shall be distributed, in either written or electronic form, to each individual unit employee and provided to the Association President, in either written or electronic form.

c. Exceptions to the use of EAS:

- (1) When the Agency elects not to fill a vacant position (as defined above);
- (2) When such vacancy is required for placement of an excess professional employee assigned to DDESS (either through Reduction-in-Force (RIF) procedures or to preclude the need for use of RIF procedures); or
- (3) When such vacancy is required for placement of an employee through a mandatory placement procedure or program such as the DoD Priority Placement Program.

d. When vacant positions within the bargaining unit are to be filled through RIF procedures, the Association President will be provided notice of the vacant positions being used for that purpose.

*Section 2. Reassignment.* By the end of the 3<sup>rd</sup> quarter of each school year, the Agency has agreed that it will query employees (via a Letter of Intent) regarding their intent to return for the next school year and their interest in reassignment to other bargaining unit positions for which they are qualified. The Agency's query (Letter of Intent) will notify employees they may request reassignment to any bargaining unit position whether or not current openings exist. The Agency will maintain a list of unit employees who have submitted a written request via the annual letter of intent for reassignment to a different grade, subject or location. The Agency will provide a copy of the list of bargaining unit employees desiring reassignment to the Association President. Each year's list will expire upon compilation of the next year's list. Unit employees will be considered for vacant permanent positions, for which they are qualified, before the Agency considers applicants from other sources. The Agency, however, retains full discretion to determine how a vacancy will be filled or who should be assigned to a position, based upon the needs of the Agency.

### **Section 3. Involuntary Reassignment.**

a. The Agency may, at its discretion, direct the reassignment of bargaining unit employees. The reassignment may be from one school location to another or from one grade/subject area to another. In deciding to direct an employee's reassignment, the Agency will consider the impact on bargaining unit employees when the reassignment is outside of the employee's normal commuting area.

b. When the Agency reassigns any unit member outside the employee's normal commuting area, the employee will be given at least thirty (30) days advance notice except in the case of an emergency.

c. When the Agency reassigns any unit member to a new room location, the employee will be given at least four (4) days advance notice except in the case of an emergency.

d. Prior to the Agency involuntarily reassigning any unit member to a new location, the Agency will first consider seeking qualified volunteers for the reassignment. If there are no qualified volunteers the Agency, in its sole discretion may consider the use of a neutral selection methodology i.e., Service Computation Date.

e. In the event a bargaining unit member is selected for an involuntary reassignment, the unit member will be given an opportunity to provide reasons why he/she should not be reassigned and/or, to suggest alternative ways to fulfill mission requirements.

f. The Agency will consider any written request by a unit member to return to the school location, grade, or subject area from which he/she was involuntarily reassigned.

g. Employees who are reassigned to a different school or classroom location or to a different grade (elementary school grade) or subject that requires a physical move shall receive:

- (1) Packing materials and assistance with packing, moving, and unpacking;
- (2) Access to the school building if needed;
- (3) Up to two and one-half (2 ½ ) 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 in writing and include the justification for additional time, and;
- (4) In the event the employee is directed to complete the move outside the duty day or work year, the employee will be paid at his/her earned hourly rate.

**Section 4. Details of Employees.** When a bargaining unit employee is detailed to a higher-graded position for more than thirty (30) days, that employee will then be temporarily promoted to the higher-graded position beginning on the 31st day. When a temporary promotion to the higher-graded position would adversely affect the pay of that employee, the Agency, with the written concurrence of the bargaining unit member, may continue the detail rather than effect the promotion. When the bargaining unit employee does not meet minimum qualification standards for the higher graded position, the Agency is not required to temporarily promote the bargaining unit employee and the detail may be continued rather than effect the promotion. Details beyond thirty (30) days will be documented in the unit member's Official Personnel File.

**Section 5. School Moves.**

a. In the event the Agency elects to relocate the employees and contents of an entire school, each bargaining unit employee making such move shall receive:

- (1) Packing materials and assistance with packing, moving, and unpacking;
- (2) Access to the school building if needed;
- (3) Up to two (2) workdays of release time from assigned duties for packing his/her classroom.
- (4) Up to two (2) workdays of release time from assigned duties to unpack and/or setup his/her classroom. Additional release time may be granted at the discretion of the supervisor, if requested;

b. In the event the employee is directed to complete the move outside the duty day/year, the employee will be paid at his/her earned hourly rate.

c. Bargaining unit members completing the packing/unpacking of personal teaching supplies, school supplies and equipment before the allotted time will report their completion to the principal or designee.

d. The Agency will provide technology personnel to assist in the setup and connection of all computer related equipment.

**Section 6. Extended School Year/Summer School.** The Agency will first consider assigning current bargaining unit employees who have indicated a desire to teach summer school prior to considering other candidates. The Agency maintains the right to select from among available candidates. Selection will be made based upon the knowledge, skills, and abilities of the candidates in relation to the duties of the position. However, if the knowledge, skills, and abilities of the candidates are relatively equal, the Agency will consider utilizing a rotational selection methodology. Employees selected shall be advised of the schedule of hours, nature of assignment and expected duration. Compensation for unit members selected for ESY/Summer School will be in accordance with Section 8 of Article 26.



## ARTICLE 29 REDUCTION IN FORCE

*Section 1. **Definition.*** A Reduction-in-Force (RIF) is the systematic way of making organizational changes that provides retention preference on the basis of tenure, veteran 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 his/her competitive level by furlough for more than thirty (30) days or by separation, when that release is required 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 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. **VSIP/VERA.*** The Agency agrees to seek authorization from the Department of Defense Activity (DoDEA) 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 3. **Exclusions.*** Actions excluded from RIF procedures are as provided for in 5 C.F.R.351.202(c).

*Section 4. **Notification to Association.*** When it is determined that there is a need for RIF, the Agency agrees to notify the Association in writing of pending RIF actions as early as possible, but not less than ninety (90) calendar days prior to the effective date of actions to be effected under RIF procedures. Such notice to the Association shall normally include the following:

- a. Reasons for the RIF; and
- b. Numbers and types of positions to be affected;

It is understood that the above information may change during the ninety (90) calendar day period.

*Section 5. **Notification to Bargaining Unit Members.*** Once it has been determined that a RIF is required, each affected employee will be given specific advance notice not less than sixty (60) calendar days prior to the effective date of the RIF. Such notice shall contain the following information, according to 5 CFR 351.802:

- a. Action to be taken;
- b. Reasons for the action;
- c. Personal information used to determine the action;
- d. Effective date of the 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
- g. Employee appeal rights.

The Association will be provided information on all employees affected by the RIF and the specific action to be taken with respect to each employee.

**Section 6. Competitive Area.** The competitive area in any reduction in force will be all DDESS employees within each DDESS school district on the same military installation as described in paragraph D.5. of DDESS Administrative Instruction 1425.1A.

**Section 7. Competitive Levels.** Competitive levels shall be established in accordance with 5 C.F.R. 351.403.

**Section 8. Retention Register/Retention Priority.** When an employee is to be released from a competitive level due to RIF, a retention register will be established for that competitive level in accordance with 5 C.F.R. 351.404. The retention register will be prepared from current retention records of employees. To provide adequate time to determine employee retention standing, only that information that is available at least ninety (90) days prior to the scheduled issuance of RIF notices may be used, except to correct errors in the record that are discovered prior to the effective date of the RIF. Competing employees shall be classified on a retention register in tenure groups on the basis of their tenure of employment, veteran preference, length of service, and performance in descending order as provided for in 5 CFR 351.502.

a. 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).

b. Veteran preference. Within each tenure group described in Section 6.a. above, competing employees shall be classified on the retention register based upon veteran preference as defined in 5 C.F.R. 351.501(c) as Subgroup AD (preference eligibles who have a service-connected disability of 30 percent or more); Subgroup A (preference eligible employees not included in subgroup AD), or Subgroup B (non preference eligible employees).

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

d. Performance. Credit for performance shall be granted in accordance with 5 C.F.R. 351.504. To provide adequate time to determine employee retention standing, a cut-off date will be established and only cycles with finalized performance ratings (i.e., issued to employee with all appropriate reviews and signatures) completed at least ninety (90) days prior to the scheduled issuance of RIF notices may be used.

e. 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 may be given to:

a. Filling existing vacancies by the placement of qualified employees who are adversely affected by the RIF to include identifying vacancies at other DDESS 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 competing Group I or Group II employees who are scheduled for separation.

c. The Agency may, at its discretion, 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. Reemployment Priority Lists (RPL).**

a. DDESS will establish RPLs for bargaining unit employees who have been separated due to RIF in accordance with 5 C.F.R. 330 Subpart B, Reemployment Priority List. 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.

b. Eligible bargaining unit 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. If a full-time employee accepts part-time employment, it will be considered a valid job offer and the employee's name will be removed from the RPL. Except for employees separated by RIF from temporary employment, acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

**Section 11. Priority Placement Program.** Employees adversely affected by a RIF will be registered in the DoD Priority Placement Program (PPP) in accordance with the DoD Priority Placement Program Operations Manual.

**Section 12. Severance Pay.** Severance pay shall be paid in accordance with appropriate law and regulation.



**Section 13. Assistance to Employees.** Job placement services will be provided to employees adversely affected by the RIF, according to appropriate law and regulation. Assistance will include use of the Reemployment Priority List and DoD Priority Placement Program.

**Section 14. Review of Records.** Each employee or the employee's representative, has the right to review any records used by the Agency in any RIF action that was taken or will be taken regarding the employee, including the complete retention register with the employee's name, so that the employee may consider how the competitive level was constructed and how the relative standing of the competing employees was determined. This also includes the right to review the complete retention register (as appropriately redacted for privacy concerns) for other positions that could affect the composition of the employee's competitive level.

**Section 15. Salary Retention Provisions.** Grade and pay retention shall be afforded to employees who are demoted to a lower graded/paid position within DDESS in accordance with 5 C.F.R. Part 536 and appropriate procedures. Pay retention will be granted based upon the employee's hourly rate of pay without regard to work schedule. When an overall loss of pay will result due to a full-time employee accepting a full-time shortened work schedule, the Agency will consider providing the affected employee additional work hours in order to allow the employee to retain their annual salary. An 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 16. Continuation of Benefits.** Bargaining unit members separated by RIF will be afforded continued coverage under the Federal Employees Health Benefits Program (FEHB) in accordance with Chapter 89 Title 5, United States Code. Dependents of bargaining unit members are eligible to continue enrollment in DDESS Puerto Rico District Schools if authorized by 10 U.S.C. 2164 and DoD Instruction 1342.26.

## ARTICLE 30 GRIEVANCE PROCEDURE

*Section 1. Purpose.* The purpose of this Article is to provide a procedure for consideration and resolution of grievances by bargaining unit employees. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization, nor shall it be regarded as an unfavorable reflection upon the 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 Association concerning any matter relating to the employment of any unit employee(s);

(3) by a unit employee, the Association, 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 grievance concerning:

(1) any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities);

(2) retirement, life insurance, or health insurance;

(3) a suspension or removal under Section 7532 of Title 5, U.S. Code;

(4) any examination, certification, or appointment;

(5) the classification of any position which does not result in the reduction in grade or pay of an employee;

(6) an advance notice of disciplinary or adverse action;

(7) separation of probationary/trial period employees;

(8) termination or expiration of temporary appointments; and

(9) any other matter or issue excluded by any provision of this Agreement.

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 unit employee may present a grievance on his/her behalf under this procedure provided that the Association is given the opportunity to be present during the grievance proceeding. Any Association 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.

**Section 4. Grievance Procedures.**

**Step 1 – Informal (Optional)**

The Parties agree that informal resolution of employee grievances is desirable. To this end, the unit employee and/or their Association representative should present any grievance informally to his/her immediate supervisor within fifteen (15) workdays after the occurrence of a particular act or incident, or fifteen (15) workdays after the date the employee could have been reasonably expected to be aware of the particular act or incident leading to the grievance. A matter concerning a continuing violation may be raised at any time. The supervisor should arrange for a meeting within five (5) workdays of the informal presentation of the grievance to fully discuss the matter and to attempt informal resolution. The employee, or his/her representative, should explain the basis for the grievance and the relief he/she is seeking. The supervisor, school principal (or designee) should answer the employee's concern within five (5) workdays after the meeting. If the issue is not resolved to the employee's satisfaction at the informal stage, or by a date a response was due but not received from the supervisor, the grievant may proceed to Step 2.

**Step 2 - Formal**

The unit employee(s) or his/her Association representative must present the grievance to the appropriate supervisor within ten (10) workdays after the denial of the grievance at the informal stage, or date such action was due. Employees are encouraged to use the form at Appendix O. The formal grievance must list the names (if known) of all employees affected, the specific basis for the grievance, and the relief sought.

- (1) The supervisor shall issue a written decision within ten (10) workdays from the date the written grievance was received by the supervisor. Such decision shall be transmitted to the grievant and the grievant's representative, if any.
- (2) The grievant or his/her Association representative shall have ten (10) workdays after the receipt of the supervisor's decision to advance the grievance to the next level. If the grievant has not received a written decision from the supervisor within the ten (10) workday period, the grievant may advance the grievance to Step 3 of this procedure within ten (10) workdays after the ten (10) workday period has elapsed.

If the Informal Stage as described above in Step 1 is not utilized, the unit employee(s) or his/her Association representative may present the grievance in writing to the appropriate supervisor within fifteen (15) workdays after occurrence of a particular act or incident, or fifteen (15) workdays after the date the employee could have been reasonably expected to be aware of the particular act or incident leading to the grievance. A matter concerning a continuing violation made be raised at any time. Employees are encouraged to use the form at Appendix O.

### **Step 3 - Review**

a. When the grievance has not been resolved at Step 2, the grievant or his/her Association representative may submit his/her grievance to the Superintendent (or designee) within fifteen (15) workdays after the denial or non-response specified in Step 2. Employees are encouraged to use the form at Appendix O. Along with the information submitted under Step 2, the grievance must include a statement as to why the supervisor's decision is unacceptable.

b. No new issues may be raised that were not raised at the formal stage of the grievance process nor may the grievance be expanded to include employees who were not identified (named) at the previous step of the grievance process, except for group grievances.

c. The Superintendent (or designee) will review the grievance and will issue a final decision within fifteen (15) workdays 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. Agency/Association Grievances.** The following procedure will be followed when processing grievances arising between the Association and the Agency:

a. Association or Agency grievances may be filed only at the Superintendent/ACEA level by the respective officials.

b. Association or Agency grievances must be filed within twenty (20) workdays after the occurrence of a particular act or incident, or twenty (20) workdays after the date the Agency or Association could have been reasonably expected to be aware of the particular act or incident leading to the grievance. A matter concerning a continuing violation may be raised at any time.

c. Upon receipt of an Association or Agency grievance, the Association or Agency, as appropriate, shall review, investigate, and furnish a final decision within fifteen (15) workdays.

**Section 6. Alternative Dispute Resolution.**

a. If the final grievance decision is not acceptable, the parties may mutually agree to request that the grievance be mediated with assistance from the Federal Mediation and Conciliation Service, or other mutually agreed upon mediation service.

b. The party requesting mediation must notify the other party of its desire to engage in mediation and submit any necessary forms within five (5) workdays following receipt of the final grievance decision. The Parties will share equally in any fees and expenses of the mediator.

c. No new issues may be raised in the mediation process that were not raised at the previous stage of the grievance process nor may the grievance be expanded to include employees who were not identified (named) at the previous step of the grievance process.

d. If the grievance is unresolved by mediation or neither party requests mediation, the Association or the Agency may pursue the grievance to arbitration. If mediation is not requested within (5) workdays of receipt of the final decision, the date of receipt of the final decision shall be considered the last step of the grievance process. If mediation is invoked, the date of the last day of mediation will be considered the conclusion of the last stage in the grievance procedure. The grievance may then proceed to arbitration in accordance with Article 31.

e. Mediation for grievances will normally be conducted at the DDESS Puerto Rico District Office.

**Section 7. General Provisions.**

a. Time Limits.

- (1) All time limits in this procedure may be extended or curtailed 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.

b. Cancellation. A grievance affecting only one (1) employee shall be cancelled upon the death of the unit employee or upon his/her separation for reasons not connected with the Grievance if the employee's death or separation occurs prior to the conclusion of the arbitration hearing on the matter. In an Association 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 if the employee's death or separation occurs prior to the conclusion of the arbitration hearing on the matter.

c. Exercise of Rights. Under 5 U.S.C. 7116 and 5 U.S.C. 7121, unit employees may raise certain matters under this negotiated grievance procedure or under an applicable statutory procedure, but not both. For purposes of this Article, the unit employee or his/her representative shall be deemed to have exercised his/her option as to procedure when a timely 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, unit employees and witnesses shall be free from any and all restraint, interference, coercion, discrimination, or reprisal.

## **ARTICLE 31 ARBITRATION**

### **Section 1. Invoking Arbitration.**

a. Should either the Agency or the Association be dissatisfied with the final decision in a grievance covered by Article 30 of this Agreement, the party who filed the grievance may proceed to arbitration. However, arbitration of the grievance may be invoked only by the Association or the Agency and does not require the approval of the bargaining unit member(s) involved.

b. No new issues may be raised in the arbitration process that were not raised at the previous stage of the grievance/mediation process nor, absent agreement of the Parties, may the grievance be expanded to include employees who were not identified by name at the previous step of the grievance/mediation process except for class grievances.

c. A written request for arbitration, FMCS Form No. R-43 (Appendix P), must be served on the opposing party within twenty (20) workdays following the conclusion of the last stage in the grievance procedure.

d. Arbitration hearings affecting one or more bargaining unit employees on a seasonal work schedule will not be scheduled to occur during recess periods unless mutually agreed.

### **Section 2. Selecting an Arbitrator.**

a. Within twenty (20) workdays from the date of the request for arbitration (if mediation not requested), the Parties will jointly ask the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons, "panel," qualified to act as arbitrators. All costs associated with requesting a panel will be borne equally by the Parties, but the Agency reserves the right to reimburse the Association on a quarterly basis.

b. Within twenty (20) workdays from the date of the response from the FMCS conveying the names of the prospective arbitrators, the Parties shall meet, either in person or telephonically, to select an arbitrator.

c. If the Parties cannot mutually agree upon one (1) member of the panel, then the Agency and the Association will each strike one (1) arbitrator from the panel and will repeat this procedure until one (1) name is remaining on the panel. The remaining person shall be the duly selected arbitrator.

d. The Association shall have first strike the first time an arbitrator is selected under this Agreement, with the Parties alternating first strike in each selection thereafter.

e. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- (1) The non-grieving party refuses to participate in the selection of any arbitrator; or
- (2) Of inaction or undue delay by either party.

f. If the grieving party refuses to select an arbitrator within thirty (30) workdays from the date of the response from the FMCS conveying the names of the prospective arbitrators, the request for arbitration submitted by the grieving party will be considered withdrawn with prejudice.

- g. Thereafter, the Parties shall contact the arbitrator and establish a date for a hearing.

**Section 3. Issue.** If the Parties fail to agree on a joint submission of the issue for arbitration, each may submit a separate submission at the beginning of the hearing only; and the arbitrator shall determine the issue or issues to be heard.

**Section 4. Arbitration Expense.**

- a. The arbitrator's fee and his/her expenses of the arbitration shall be borne equally by the Agency and the Association.

- b. The arbitration hearing will be held on the Agency's premises during the normal duty day as determined by the arbitrator. In the event that the Parties agree to hold hearings in facilities that are not under the administrative control of the Agency, any cost of such facilities will be borne equally by the Agency and the Association.

- c. If desired, either party may choose to tape-record or have a transcript made of the hearing. Should the other party wish to have a copy of the transcript, it must share equally in the cost.

- d. The grieving employee will be in a pay status for the duration of the hearing, if otherwise in a duty status. The Association representative will be granted official time as described in Article 6 for the duration of the hearing, if otherwise in a duty status.

**Section 5. Witnesses.**

- a. The arbitrator shall determine the witnesses to provide testimony.

- b. Approved employee witnesses will be in a pay status to the extent necessary to permit their testimony.

- c. The arbitrator has the authority to extend the proceedings past the duty day.

- d. Telephonic testimony will be admissible unless objected to by the opposing party, in which case the arbitrator will decide whether such testimony will be admissible.

**Section 6. Decision.** The arbitrator will be requested to render a written decision as quickly as possible but, in any event, not later than sixty (60) days after the closing of the record, and receipt of the transcript and closing briefs. The record will close the last day of the hearing unless extended by the arbitrator. Post-hearing written briefs, if requested by the arbitrator, are due within an agreed upon number of days after closing of the record unless one or both parties order copies of a transcript of the hearing. In that event, post-hearing written briefs, if requested by the arbitrator, are due within an agreed upon number of days after receipt of the transcript.

**Section 7. Exceptions.** The arbitrator's award shall be binding on the Parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under 5 U.S.C. 7122.

**Section 8. Arbitrator's Authority.** The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the express terms of the Agreement or any Memorandum of Understanding (MOU) between the Parties. Additionally, he/she will have no authority to make any decision, recommendation, or award that would require an act inconsistent with or prohibited by law, rule, or regulation, or that would violate the terms of this Agreement. If either party disagrees as to the meaning or application of the decision, that party may return the decision to the arbitrator with a request for clarification. Arbitrators are bound by the holdings and interpretations of the Merit Systems Protection Board, the Federal Labor Relations Authority; they are also bound by all other Federal statutes and regulations as applicable.





## **ARTICLE 32 SUBSTITUTES**

**Section 1. Compensation.** Except as otherwise specified in this Article, substitute unit employees shall be compensated at the following rates:

a. Level 1 Substitutes: \$13.68 per hour (This rate will increase to \$17.25 per hour on the 1<sup>st</sup> pay period of 2013). Level 1 substitutes are those who meet DoDEA certification standards.

b. Level 2 Substitutes: \$11.40 per hour (This rate will increase to \$15.38 per hour on the 1<sup>st</sup> pay period of 2013). Level 2 substitutes are those who possess at least a Bachelor's Degree but do not meet DoDEA certification standards.

c. Level 3 Substitutes: \$9.88 per hour (This rate will increase to \$14.13 per hour on the 1<sup>st</sup> pay period of 2013). Level 3 substitutes are those who have completed sixty (60) or more semester hours of college credit.

d. Long Term Substitutes: \$30.40 per hour. Long Term Substitutes are those Level 1 substitutes who complete an assignment as a substitute in the same classroom/assignment in excess of ten (10) workdays. The higher rate of compensation is payable commencing on the 11<sup>th</sup> workday, is not retroactive to the beginning of the assignment, and may not be transferred to another separate substitute assignment. However, if the Agency knows or expects in advance that the assignment will exceed ten (10) workdays, then the higher rate of compensation will be paid beginning on the first workday. The Agency agrees that it will not change a substitute assignment to cover a vacancy solely to avoid the substitute's accumulation of sufficient days to qualify for the higher rate.

e. Substitute Nurses who possess Registered Nurse (RN) certification shall be paid as Level 1 substitutes. Substitute Nurses who possess less than an RN certification shall be paid as Level 2 or Level 3 Substitutes according to their educational background. Nurse substitutes on long-term assignments (10 days or more) shall be compensated using the same procedures as for other unit employee substitutes.

**Section 2. Conditions of Substitute Employment.**

a. Substitutes are intermittent employees who do not accrue and cannot use sick or personal leave, are not paid for holidays and recess periods, and are subject to the conditions of employment provided for intermittent employees in the Federal Service.

b. Level 1 substitutes on long-term assignment will be terminated from such assignment upon the return to duty of the regular unit employee.



**ARTICLE 33**  
**GENERAL ADMINISTRATION MATTERS**

*Section 1. **Voice and Tape Recordings.*** The Parties agree that during any conversation or meeting, attended by DDESS Agency official(s), bargaining unit member(s), and/or Association officials, that no voice or tape recording will be made without the consent of all present. Agency officials will advise parents and/or base officials that voice or tape recording of meetings with school staff can only be made with the consent of all present.

*Section 2. **Probationary Period.***

a. Newly hired permanent bargaining unit members must serve a continuous two-year probationary period within the DDESS Puerto Rico District. A probationary period ends on the last duty day prior to expiration of the two calendar year probationary period.

b. All newly hired permanent bargaining unit members, with prior Federal service (including DDESS or DoDDS), who have successfully completed a probationary period of at least two calendar years in a position that is the same or similar to the position being filled, will not have to complete another probationary period.

c. Bargaining unit members, who are converted to permanent positions from a temporary or term appointment within the DDESS Puerto Rico District School System and without a break in service, will be given credit for the temporary/term period in meeting the two calendar year probationary period provided such position(s) is the same or similar from which converted.

d. All newly hired permanent and term bargaining unit members, including those serving a probationary period, will receive full benefits from the date of initial appointment in accordance with appropriate law, rule, and regulation.

*Section 3. **Solicitation Activities.***

a. Although the Parties support DoD and Agency-authorized savings bond and other charitable activities, no bargaining unit member will be coerced to participate or contribute to any savings bond or charitable activity.

b. Bargaining unit members may not engage in solicitation activities not authorized by DoD or the Agency within the work site during duty hours. Bargaining unit members may not utilize Agency-produced listings, rosters, or directories, or utilize Agency records (including electronic listings, rosters, or directories) to produce such listings, rosters, or directories for the purpose of mass or selected mailings, solicitation of sales or products or services, or for other personal purposes.

*Section 4. **Employee Liability for Lost or Damaged Government Property.***

a. A unit employee should report in writing any loss, damage, or destruction of school/government property to a supervisor immediately upon becoming aware of such loss, damage, or destruction.

b. Unit member personal liability for such loss, damage, or destruction of school/government property should be determined in accordance with DOD 7000.14R, Financial Management Regulation, Vol. 12, Chapter 7, and “Financial Liability for Government Property, Lost, Damaged or Destroyed.”

**Section 5. Indebtedness to the Federal Government.** Unit employee indebtedness to the Federal Government will be administered in accordance with the Fair Debt Collection Practices Act, 15, U.S.C. 1692.

**Section 6. Collection of Funds.** Unit employees shall generally not be required to collect money from students or parents. Exceptions to this rule would include, for example, athletic events, collections from students where the unit member is a sponsor for the student club or activity, etc.

**Section 7. Criminal History Background Checks.** Criminal history background checks on unit employees shall be accomplished pursuant to DoD Instruction 1402.5 and DoDEA Administrative Instruction 4800.6

**Section 8. DDESS Policy Letter 05-003.**

a. The Parties recognize that DDESS Policy Letter 05-003, entitled “Adult-to-Student Sexual Abuse and Harassment” is applicable to all bargaining unit members.

- (1) The Agency will post the Policy Letter on the District website and all official school bulletin boards.
- (2) The Agency also assumes responsibility for posting any changes to the Policy Letter and providing a copy of such change to the Association. Any changes to the Policy Letter will be noticed and bargained with the Association to the extent required by Chapter 71, of Title 5, United States Code.

b. The Agency reserves the right to provide periodic training to unit members regarding this Policy Letter. Further, the Agency recognizes the Association’s right to be present during such training.

c. The Parties recognize that there are cultural, ethnic and linguistic differences between teachers and students in DDESS schools within the continental United States and those in the DDESS Puerto Rico District, and the Agency commits to considering such differences when determining whether inappropriate conduct as defined in the Policy Letter has, in fact, occurred.

d. Employees who have been alleged to have violated the Policy Letter may, at the Agency’s discretion be temporarily reassigned to other duties or placed in a paid, administrative leave status pending the conclusion of any investigation or Agency action.

## ARTICLE 34

### Extracurricular Duty Assignments

#### Section 1. General Criteria.

a. Extracurricular duty assignments (EDAs) shall be open to all bargaining unit employees on a voluntary basis. A unit employee's rejection of a proffered EDA shall not be used against the employee in any way.

b. Work descriptions and stipends for EDAs are contained in the DDESS-PR EDA Handbook. If the Agency increases the work assignment/duties of a particular EDA beyond de minimus, it will notify the Union and bargain the amount of the changed EDA.

c. School year or seasonal EDA selection will be made to the best qualified applicant on a fair and equitable basis. The Agency will post a list of all EDAs which shall include the following information:

- (1) The specific assignment;
- (2) The amount of compensation;
- (3) The closing date for receipt of applications; and
- (4) The approximate date selections will be made.

The ACEA President shall be provided a copy of each such posting.

d. An employee may submit a recommendation for an unlisted EDA to his/her supervisor. The Agency, at its discretion, will decide whether to approve the activity. The DDESS Director, or designee, and the Association will then determine the rate of compensation at which the EDA will be paid.

e. An employee selected to perform an EDA will execute the Agreement attached as Appendix I.

#### Section 2. Compensation.

a. Compensation for performing EDAs will be processed following completion of the activity, will be in accordance with the schedule attached as Appendix J, and will be paid in a single payment except for year-long activities. Compensation for year-long EDA activities will be processed as follows: one-half payment will be paid at the end of the first semester and one-half payment will be paid at the end of the second semester. Upon receipt of notification from an employee that an EDA has been completed, the supervisor will promptly verify whether the employee has satisfactorily completed the EDA. If verified, the supervisor will promptly initiate required action to effect payment to the employee.

b. Normally, a contract for an EDA activity will be executed with only one employee who is responsible for completion of the EDA. When the Agency, in its sole discretion, elects to allow the sharing of a single EDA activity among two or more employees, the EDA stipend shall be shared equally and the total payment will not exceed the amount specified for an EDA in Appendix J.

c. When an employee who has executed an EDA contract cannot fulfill the duties of that contract for good cause (e.g. serious health condition of the member or immediate family member, medical emergency, or military activation), a pro-rated portion of the stipend will be paid based on the amount of the work completed.

*Section 3. **EDA Cancellation.*** If the Agency cancels an EDA activity (because of budgetary constraints, lack of student participation, natural disasters, etc.) for which a bargaining unit member has executed a contract, the unit member will be paid a pro-rated portion of the contract for the work accomplished. If no work on the EDA activity has been performed as of the date of that the activity has been cancelled by the Agency, no payment will be made.

*Section 4. **Relationship to DDESS Policy Letter.*** The provisions of this agreement will be controlling when in conflict with any DDESS Policy Letter concerning EDAs.

## ARTICLE 35

### USE OF FACILITIES AND EQUIPMENT

**Section 1. Meeting Space.** Upon written/email request, the Agency agrees to provide space in a school building or at the District Office building for Association meetings after duty hours. Use of the space will be contingent upon availability and will not interfere with any school activities or community functions. The Association will be responsible for the security and physical condition of the space/facility used.

**Section 2. Association Office Space/Equipment/Storage.**

a. The Association will be provided office space with a desk, table, a locking file cabinet, chairs, an Agency-standard computer with software, printer, Fax machine, and a private telephone line with long distance capability, if feasible. In providing an Agency-standard computer with software, printer, and facsimile machine, the Agency agrees to include the Association office on the schedule for periodic upgrades of computer equipment which is normally a three (3) to four (4) year cycle. Changes/upgrade of equipment will be scheduled with the Association President.

b. The Agency agrees to pay the cost of installation for the telephone line and basic monthly service; but all recurring operating costs, *i.e.*, monthly long-distance service, fax and copy paper, etc., will be the responsibility of the Association.

c. The Association may utilize the Agency's courier system, and the Agency agrees to provide ACEA with access to its Local Area Network (LAN) for purposes of performing representational duties only.

d. All furniture and equipment is for Association business and may not be removed from school premises without written authorization from the Agency.

e. The Agency agrees to provide to the Association a closet (or similar area) for storage purposes.

**Section 3. Teacher Work Space.** Whenever practicable, a workroom with telephone will be designated in each school complex to be used by the unit employees for work-related purposes. If consistent with the Principal's building security policy, such space may be made available to unit employees for use outside the school day.

**Section 4. Telephone Access.**

a. Unit employees shall be authorized to make local or non-toll telephone calls for necessary personal business from government telephones. Such calls shall be kept to a minimum and should not interrupt classroom instruction or other assigned duties.

b. The Agency shall make reasonable efforts to ensure that bargaining unit members responsible for confidential information, other than classroom teachers, will be provided a telephone in their office or work areas. The Agency shall also make reasonable efforts to ensure that unit employees have privacy on the school site for making necessary phone calls to parents of students, personnel offices, school administration offices, military offices, and other Agency officials.



c. Absent an emergency, unit employees should not receive personal telephone calls at the work site. School staff will, however, place telephone messages of incoming calls in the employee's mailbox.

**Section 5. Association Mailboxes.**

a. The Association President, and designee, and all Faculty Representatives may use bargaining unit members' mailboxes within each school for distribution of Association notices, bulletins, and other informational materials to bargaining unit members. All such materials must be clearly identified as Association materials.

b. The Agency shall also provide the Association with a mailbox located at its main office. The Parties recognize that the Association has an official address, but for convenience the Association shall also have access to the school system's distribution mail service. Any mail addressed to the Association and received at a school will be forwarded to the Association President.

**Section 6. Computer Access.** The Agency agrees to make reasonable efforts to ensure that unit members have access to a functioning computer with email/internet/requisite software capability in the employee's office/classroom/work area.

**Section 7. Employee Parking.**

a. The Agency agrees to make reasonable efforts to ensure that unit employees have accessible parking at the work site.

b. Upon receipt of a request from a handicapped unit employee, the Employer will give special consideration to the assignment of reserved parking space close to the employee's work area. Such consideration is dependent upon the nature and degree of a medically certified handicap.

c. The Agency agrees to designate a parking space for the Association President/Faculty Representative (FR) or designee, convenient to each school site.

**Section 8. Employee Access to Work and Storage Areas.**

a. Access will be provided to facilities and equipment that are required in the performance of a bargaining unit member's duties during normal school hours.

b. The Agency will normally provide unit employees access to classroom and toilet facilities for work-related purposes after normal duty hours and during all recess periods, where health, safety, and security concerns can be met.

**Section 9. Association Use of Agency Copy Machines and Bulletin Boards.**

a. The Association President (or designee) and all Faculty Representatives shall be provided direct access to a copy machine (as designated by the Agency) in each school for use in official matters. The Association shall provide the paper used for such copying.

b. The Association will be allowed use of a bulletin board in each school's faculty lounge. Such bulletin board space shall be for the exclusive use of the Association.

**Section 10. Unit Employee Storage Space.**

a. Each unit member will be provided one locking storage area, *i.e.*, cabinet, file cabinet, desk, closet, etc., for each bargaining unit member to store his/her personal belongings during the duty day. Except for emergencies that necessitate such action or situations that may endanger the health or safety of students or bargaining unit members, the Agency shall not open a locked storage area designated for use by an individual bargaining unit member for storage of his/her personal belongings unless the bargaining unit member, if available, has been given the opportunity to be present, has given written consent, or the locked storage area is also used to store Agency supplies and materials.

b. The Agency will make reasonable efforts to provide adequate storage for employment-related supplies, materials, and equipment.

**Section 11. Relocation of Equipment and Furniture.**

a. The Agency will make reasonable efforts to ensure that unit members who must have unique materials or large equipment to adequately perform their duties (*e.g.*, science, music, art) shall be assisted in the movement of these items and not be required to move them alone.

b. Relocation of equipment, furniture, storage cabinets, and bookshelves located in the unit member's work area, shall occur, if possible, when the employee is present.

**Section 12. Staff Lounge.** The Agency will provide a minimum of one faculty lounge per school for use by bargaining unit members and other Agency staff. Where feasible, the lounge shall be furnished with a couch, chair, a table and chairs, a microwave, a refrigerator, a soda machine, and a telephone. The lounge will be maintained by the Agency.



## ARTICLE 36

### DURATION OF AGREEMENT

*Section 1. **Effective Date and Duration.*** This Agreement shall become effective on the date it is approved by the Agency Head (as provided for in 5 U.S.C. 7114(c)), or (if not approved or disapproved within thirty (30) calendar days from the date of execution) on the thirty-first (31) day following the date of execution, and shall remain in full force and effect through 24 July 2015. This Agreement will be considered executed on the date of signatures of the Parties.

*Section 2. **Renewal.*** Either party may provide written notice of at least sixty (60), but not more than ninety (90), days before the expiration of this Agreement of its desire to engage in bargaining a new agreement. In the event such notice is submitted, the terms and conditions of the Agreement, including any annual salary increases, shall remain in effect until that bargaining is concluded and new provisions are executed and approved in accordance with 5 U.S.C. 7114(c). If neither party files such written notice, the Agreement shall be automatically renewed for one (1) full year. Any annual pay increases provided for in Article 26 shall be applicable for any year in which this Agreement is automatically renewed.

*Section 3. **Impact of Invalid Clause.*** In the event any portion of this Agreement is declared invalid upon Agency head review or by a judicial or administrative tribunal, the remainder of this Agreement will be in full force and effect.

*Section 4. **Negotiability Appeal Determinations.*** If a negotiability appeal that arises out of the negotiation of this Agreement has been decided by the appropriate authority, and the provision has been found to be non-negotiable, upon written request of one or both of the Parties, the issues raised in the negotiability appeals procedure shall be re-negotiated within sixty (60) days of the final decision. Agreements reached or settlements imposed shall become an addendum to the Agreement.

**DDESS PUERTO RICO ACEA COLLECTIVE BARGAINING AGREEMENT**  
Page 216

Now, therefore, by the virtue of the authority vested in the undersigned signatures, this Agreement is hereby executed.

Date: 9 June 2011

**FOR THE AGENCY:**

**FOR THE ASSOCIATION:**



Dr. Linda Curtis  
Senior Leader  
DDESS/DoDDs-Cuba



Ms. Alexis A. Gorbea  
Chief Negotiator/ACEA Negotiated  
Agreement/Grievance Chair

**DDESS NEGOTIATION TEAM:**

**ACEA NEGOTIATION TEAM:**

Mr. Robert E. Sutemeier  
Associate General Counsel  
Chief Negotiator  
Mr. Marvin B. Weekley  
Chief, DDESS Human Resources  
Mr. Elgin Woods  
Chief, Labor Management  
Employee Relations  
Mr. Robert Wike  
Human Resources Specialist

Mr. Paul Trittschuh  
ACEA President  
Mr. Hector Garcia,  
ACEA Vice President  
Ms. Bernice Bayonet,  
Health & Human Services Chair  
Mr. Abraham Aponte,  
ACEA Ramey School  
Representative  
Dr. James Keech  
ACEA Para-Legal Advisor  
Mr. Richard Hirn, Esq., ACEA  
Chief Counsel

"Approved by the Department of Defense on July 08, 2011"



UNITED STATES DEPARTMENT OF LABOR  
ASSISTANT SECRETARY FOR LABOR-MANAGEMENT RELATIONS

|  |            |
|--|------------|
| <b>Antilles Consolidated Education Association, NEA</b><br>c/o Box 35<br>Roosevelt Roads Naval Base<br>Ceiba, Puerto Rico<br>AED | Petitioner |
| <b>Antilles Consolidated Schools</b><br>Fort Buchanan<br>San Juan, Puerto Rico 00934   | Activity   |

CASE NO. 37-1422 (20)

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Area Administrator of the Labor-Management Services Administration, in accordance with the provisions of Executive Order 11491, as amended, and in accordance with the Regulations of the Assistant Secretary; and it appearing that a majority of the valid ballots has been cast for a representative for purposes of exclusive recognition;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

**Antilles Consolidated Education Association, NEA**

has been designated and selected by a majority of the employees of the above-named agency or activity, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Section 10(e) of Executive Order 11491, as amended, the said organization is the exclusive representative of all the employees in such unit.

UNIT: Included: All professional employees including teachers, substitute teachers, guidance counselors, librarians, media specialists and nurses employed by Antilles Consolidated Schools at Fort Buchanan, Fort Allen, Roosevelt Roads Naval Station and Army Annex.

Excluded: Employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, supervisors and guards as defined in the Order, and non-professional employees including teacher's aides, school assistants, secretaries, custodial and maintenance employees.

Labor-Management Services Administration

*Christina*  
Area Administrator

Puerto Rico

Area

APPENDIX A

December 19, 1974

Dated:

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY  
WASHINGTON REGIONAL OFFICE

ANTILLES CONSOLIDATED SCHOOL SYSTEM  
FORT BUCHANAN, PUERTO RICO  
(Activity)

and

Case WA-AC-30038

ANTILLES CONSOLIDATED  
EDUCATION ASSOCIATION,  
NATIONAL EDUCATION ASSOCIATION  
(Labor Organization/Petitioner)

and

OVERSEAS EDUCATION ASSOCIATION,  
NATIONAL EDUCATION ASSOCIATION  
(Labor Organization)

AMENDMENT OF CERTIFICATION

Pursuant to Section 2422.2(c) of the Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification granted to the Antilles Consolidated Education Association, National Education Association on December 19, 1974 in Case No. 37-1422 (RO) for a unit of the Activity's employees by changing the name of the certified exclusive representative from Antilles Consolidated Education Association, National Education Association (ACEA) to Antilles Consolidated Education Association, Independent.

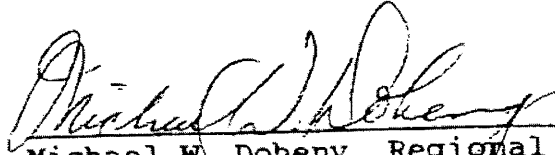
On April 12, 1995, the undersigned issued a Decision and Order on the petition indicating an intention to issue an Amendment of Certification to be issued absent the timely filing of a request for review, ordering that the name of the certified exclusive representative be changed as proposed.

No request for review having been filed, pursuant to authority vested in the undersigned,

IT IS HEREBY ORDERED that the certification of representative issued on December 19, 1974 be, and hereby is, amended by changing the name of the certified exclusive representative from Antilles Consolidated Education Association, Overseas Education Association, National Education Association (ACEA) to Antilles Consolidated Education Association, Independent.

Dated at Washington, D.C., this 15th day of August, 1995.

FEDERAL LABOR RELATIONS AUTHORITY

A handwritten signature in cursive script, appearing to read "Michael W. Doheny", written over a horizontal line.

Michael W. Doheny, Regional Director  
Washington Regional Office  
Federal Labor Relations Authority  
1255 22nd Street, N.W., Suite 400  
Washington, D.C. 20037

Attachment



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY  
WASHINGTON REGIONAL OFFICE  
SERVICE SHEET

IN THE MATTER OF: ANTILLES CONSOLIDATED SCHOOL SYSTEM  
FORT BUCHANAN, PUERTO RICO  
(Activity)

and

Case WA-AC-30038

ANTILLES CONSOLIDATED  
EDUCATION ASSOCIATION  
(Labor Organization/Petitioner)

COPY OF: AMENDMENT OF CERTIFICATION

DATED: August 15, 1995

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

CERTIFIED NOS.

Michael Shonk, Superintendent  
Antilles Consolidated School System  
Building 19  
Fort Buchanan, PR 00934

Z 104 145 327

Bette L. Bender, President  
Antilles Consolidated Education Association  
P.O. Box 34425  
Fort Buchanan, PR 00934

Z 104 145 328

Ronald R. Austin, Executive Director  
Overseas Education Association  
1101 15th Street, NW, Suite 1002  
Washington, DC 20005

Z 104 145 329

REGULAR MAIL

Office of the General Counsel  
Federal Labor Relations Authority

**ACEA Professional Unit Request for Information  
Under Section 7114(b)(4) of the Federal Service  
Labor Management Relations Statute**

**DATE:** Date of the information request: \_\_\_\_\_

**REQUESTOR:** Name of the requesting Union official:

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**UNION CONTACT:** Name, position, mailing address, and phone number of the Union contact submitting the request:

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**AGENCY CONTACT:** Name, position, mailing address, and phone number of the Agency representative to whom the request is being made:

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**INFORMATION REQUESTED:** Description of information requested. [Include whether personal identifiers (such as names, social security numbers, or other matters identifying individual employees) should be included or may be deleted. Include time periods encompassed by the request.] \_\_\_\_\_

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**PARTICULARIZED NEED:** Statement(s) explaining why the Union needs the requested information. [Explain how the Union intends to use the requested information and how that use of the information relates to the Union's role as the exclusive representative. Be as specific as possible.]

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**PRIVACY ACT: Do you know if the requested information is contained within a system of records under the Privacy Act? [If so, identify that system of records.]** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHERS MATTERS: Other matters related to the request for information.** [Discuss any other matters not listed above which relate to the Union's information request and which may assist the Agency in responding to the request.] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please contact me if the Agency requires further clarification of our request of needs to meet to discuss the request, the means of furnishing the requested information to the Union, or the issues giving rise to this request.**

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

**DDESS PUERTO RICO PROFESSIONAL (UNIT)  
OFFICIAL TIME REQUEST/REPORT**

Employee Name and Position: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Location Where Official Time Will Be Performed: \_\_\_\_\_

Date For Which Official Time Is Requested: \_\_\_\_\_

Estimated Time When Official Time Will Begin and End: \_\_\_\_\_

Request Initiated By: \_\_\_\_\_ Association \_\_\_\_\_ Agency \_\_\_\_\_

Official time is requested for the reason(s) identified below for Association representational duties:

| <b>Excluded From Bank</b> |  | <b>Included In Bank</b>  |                               |
|---------------------------|--|--------------------------|-------------------------------|
| <input type="checkbox"/>  | Investigation/preparation of grievance | <input type="checkbox"/> | Other representational duties |
| <input type="checkbox"/>  | Presentation of grievance              | <input type="checkbox"/> | Association training          |
| <input type="checkbox"/>  | Representation in disciplinary action  | <input type="checkbox"/> | Other                         |
| <input type="checkbox"/>  | Preparation for arbitration            | <input type="checkbox"/> |                               |
| <input type="checkbox"/>  | Representation in arbitration hearing  | <input type="checkbox"/> |                               |
| <input type="checkbox"/>  | Consultation with Agency               | <input type="checkbox"/> |                               |
| <input type="checkbox"/>  | Negotiation/preparation                | <input type="checkbox"/> |                               |
| <input type="checkbox"/>  | FLRA/FSIP hearings                     | <input type="checkbox"/> |                               |
| <input type="checkbox"/>  | Formal discussion                      | <input type="checkbox"/> |                               |
| <input type="checkbox"/>  | Weingarten investigation               | <input type="checkbox"/> |                               |
| <input type="checkbox"/>  | School board meetings during duty day  | <input type="checkbox"/> |                               |

Narrative explanation of official time request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF ASSOCIATION OFFICIAL

Approval (is) (is not) given for the above-mentioned request. If disapproved, state reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE, AND SIGNATURE OF SUPERVISOR

**DDESS PUERTO RICO PROFESSIONAL (UNIT)  
OFFICIAL TIME REQUEST/REPORT**

To be completed by Association official following completion of official time usage.

| Actual date(s) used | Start Time | End Time | Total Hours Used |
|---------------------|------------|----------|------------------|
|                     |            |          |                  |
|                     |            |          |                  |
|                     |            |          |                  |
|                     |            |          |                  |
|                     |            |          |                  |
|                     |            |          |                  |
|                     |            |          |                  |
|                     |            |          |                  |
|                     |            |          |                  |

Official time for meetings initiated by a principal, Superintendent, or an Agency designee is NOT deductible from the official time bank.

I certify that the employee named above was released from duty for official time purposes and that \_\_\_\_\_ hours should be deducted from the official time bank.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE, AND SIGNATURE OF SUPERVISOR



DOMESTIC DEPENDENT ELEMENTARY AND SECONDARY SCHOOLS  
700 Westpark Drive, Peachtree City GA 30269  
(678)364-8000 / (770)632-8720 (fax)

**DDESS POLICY LETTER 04-009**  
**Emergency Closure, Dismissal, or Late Arrival Procedures**

**9 August 2004**

The following is DDESS policy related to instances where emergency situations/conditions cause the closure of DDESS offices/schools, the early dismissal of employees from work, or the late arrival of employees to work.

1. The DDESS Director, or designee, has authority to determine when emergency situations/conditions are such that the Area Service Center should be closed or employees should be allowed to report late and/or leave early. Superintendents are delegated the authority to determine when emergency situations/conditions are such that facilities under their control should be closed or employees should be allowed to report late and/or leave early. Such authority may be re-delegated no lower than the Community Superintendent level. Superintendents are required to ensure the DDESS Director is advised of any instances where emergency situations/conditions are such that DDESS facilities are closed or employees are released from work early and/or allowed to report late.

2. When an authorized DDESS official determines that emergency situations/conditions exist that may warrant group dismissals, late arrivals, or closure of activities, reasonable efforts will be made to notify employees of dismissals, late arrivals, or closure as early as possible.

a. If an emergency situation/condition exists before the workday begins, the authorized DDESS official may take one of the following actions:

(1) Determine the emergency situation/condition does not necessitate the release of employees. When that occurs, DDESS facilities will be open and employees will be required to report to work on time;

(2) Open DDESS facilities and allow employees to take unscheduled leave (annual, personal, or LWOP) with the permission of their supervisor;

(3) Open DDESS facilities and allow employees to adjust their home departure time to allow for a late arrival. Employees who report to work will be granted excusal without charge to leave for the period of late arrival that is announced to employees. Employees who arrive to work later than the announced delayed reporting time will normally be charged leave for the period between the announced reporting time and their actual arrival; however, in unusual circumstances management (District/Community Superintendent) may, at its discretion, excuse employees without charge to leave for longer periods of time;

(4) Close DDESS facilities and excuse non-essential employees from work without charge to leave. Non-essential employees (including employees on pre-approved paid leave) will be granted excused absence for the number of hours they are normally scheduled to work. Employees in a non-pay status, i.e., LWOP, suspension, military leave, or other non-pay status will remain in a non-pay status for the period of closure if they were in a non-pay status on the day before the closure and on the day following the closure; however, if the period of closure includes one or more days that an employee is in a non-pay status because of suspension, the day(s) on which the employee is in a suspension status will remain as a non-pay status. The authorized DDESS official may require employees designated as "emergency essential" to report to work on days when DDESS facilities are closed; or

(5) Close DDESS facilities and excuse all employees from work without charge to leave.

b. If an emergency situation/condition develops after the workday begins, the authorized DDESS official may take one of the following actions:

(1) Determine the emergency situation/condition does not necessitate the release of employees. When that occurs, DDESS facilities will be open and employees will be required to remain at work;

(2) Leave DDESS facilities open and allow employees to take unscheduled leave (annual, personal, or LWOP) with the permission of their supervisor;

(3) Leave DDESS facilities open and release non-essential employees from work. The authorized DDESS official may require employees designated as "emergency essential" to remain at the duty site. Employees who are released will be excused without charge to leave for the period of early release that is announced to employees, if they are in a duty status at the time the early release occurs. Employees in a leave status, either paid or non-paid, will remain in a leave status for the period of early release.

(4) Close DDESS facilities and excuse non-essential employees from work without charge to leave. The authorized DDESS official may require employees designated as "emergency essential" to remain at the duty site. Employees who are excused from work will be excused without charge to leave for the period of early release that is announced to employees, if they are in a duty status at the time the early release occurs. Employees in a leave status, either paid or non-paid, will remain in a leave status for the period of early release.

(5) Close DDESS facilities and excuse all employees from work without charge to leave. Employees who are excused from work will be excused without charge to leave for the period of early release that is announced to employees, if they are in a duty status at the time the early release occurs. Employees in a leave status, either paid or non-paid, will remain in a leave status for the period of early release.

3. Superintendents or their designees should annually identify those employees who are "essential" to operations in an emergency. Not all employees designated as "essential" may always be required to report to work or remain at the work site when other employees are released. The determination of which "essential" employees are required to report to work or remain at the work site will be made on a case-by-case basis, dependent upon the nature of the emergency. Employees who are designated as "essential" in an emergency and who are required to remain at the duty site or report to the duty site during their normal duty day/duty hours will not be entitled to additional compensation.

4. An employee who is TDY to a location not affected by the closure is not entitled to excused leave as described above for the time that they worked.

5. In the event a school or school district is closed during the school year, the day(s) lost may be re-scheduled from non-instructional days or by extending the work year of seasonal employees. Determination of whether non-instructional days or extension of the work year will occur will be made by the DDESS Director.

6. Employees on a seasonal work schedule will be paid their hourly rate for all days required to be made up beyond the normal work year requirements or as established in applicable collective bargaining agreements. The Employee may elect, with management concurrence, to receive compensatory time in lieu of his/her hourly rate.

This policy is effective immediately.



Elaine B Hinman  
Director, DDESS/Cuba and  
Deputy Director, DoDEA



## STATEMENT OF UNDERSTANDING

### Rights, Responsibilities, and Procedures

Name \_\_\_\_\_ Date of Injury \_\_\_\_\_

Nature of Injury \_\_\_\_\_

---

1. In accordance with the Federal Employees' Compensation Act, provided herein is a list of your rights, responsibilities, and procedures when you incur a job-related injury or occupational illness/disease. You should follow these procedures to efficiently expedite your claim. The only exception may be medical emergencies which impair your abilities to follow these procedures.
  
2. First, report your injury or occupational disease/illness verbally to your supervisor. Then if applicable, seek medical treatment. Lastly, initiate your claim with your supervisor. The following procedures apply:
  - You must complete the front page of a CA-1, CA-2, CA-2a to initiate your claim with DOL/OWCP. (There is a 3-year limitation to file an initial claim). The DDESS Area Service Center Customer Service Team will assist you in determining the type of claim you need to complete.
  
  - You are responsible for hand-carrying the original claim form to your supervisor for completion of the supervisor's section (back page) of the appropriate form (CA-1, CA-2, or CA-2a).
  
  - Before you seek medical treatment from any medical provider you must ensure that you have a Form CA-16 completed by your DDESS Area Service Center Customer Service Team or other designated authorizing official (e.g., supervisor, principal). In an emergency where there is not time to complete the Form CA-16, the employee may seek medical care first and the CA-16 may be issued within 48 hours from the first notification of injury/treatment for injury. Retroactive issuance of Form CA-16 is not permitted.

- If you are unable to return to work, it is your responsibility to telephone your supervisor and inform him/her of your disability to return to work and provide the return to work date established by the physician.
  - If you are being treated by a private physician, it is your responsibility to ensure that your physician promptly provides any and all medical evidence required by OWCP to support your claim.
  - It is your responsibility to inform the physician that light duty is available and can be structured commensurate with your physical limitation
  - Your physician must obtain prior approval from OWCP for surgery, other than medical emergency. This request must be in writing, and contain the latest treatment note and statement regarding the relationship between the proposed procedure and the accepted work injury/incident.
  - Medical bills must be submitted on Form HCFA-1500 with the exception of hospital bills (which are submitted on Form HCFA-1450/UB-92). You are responsible for payment of your medical bills until such time as your claim has been accepted by OWCP.
  - You must only absent yourself from the job for the minimum amount of time necessary to obtain medical follow-up treatment.
  - If you filed a CA-1 or CA-2a in a timely manner, you may be entitled to 45-calendar days of Continuation of Pay (COP) for medically substantiated dates of disability or treatment are intermittent. You have 45-calendar days (from the first return to work date) to use the remaining COP days. If you are not totally disabled and you are receiving medical treatment, OWCP will only allow a maximum of 4 hours a day for medical treatment. Regardless of how many hours you are away from the job, this counts as one day of entitlement.
  - All dates of disability or medical treatment must be substantiated by medical evidence.
3. You have the right to seek medical attention from a private physician of your choice, however, please note:

- After the initial selection, changing physicians without a referral must be approved in advance by OWCP based upon a written request from you. If you see another physician without a referral, or prior OWCP approval, you will be personally liable for payment of any medical bills.
- Authorization from OWCP for chiropractic services is limited to “the manual manipulation of the spine to correct subluxation as demonstrated by x-ray to exist.”

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I am aware of my obligations, as stated above, in connection with my claim.

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Claimant Signature

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Date

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The above cited employee has been advised of the aforementioned terms of the Federal Employee’s Compensation Program.

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Signature

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Date





















DOMESTIC DEPENDENT ELEMENTARY AND SECONDARY SCHOOLS  
 700 Westpark Drive, Peachtree City GA 30269  
 ACEA-Puerto Rico  
 SY 2011-2012 Comprehensive Salary Schedule for:  
 NURSE

| Pay Lane | 15           |        |        | 16           |        |        | 18       |        |        |
|----------|--------------|--------|--------|--------------|--------|--------|----------|--------|--------|
|          | MASTERS + 15 |        |        | MASTERS + 30 |        |        | DOCTORS  |        |        |
| Steps    | Per Hour     | Earned | Salary | Per Hour     | Earned | Salary | Per Hour | Earned | Salary |
| 0        | 49,364       | 23.65  | 32.48  | 52,361       | 25.09  | 34.45  | 59,488   | 28.50  | 39.14  |
| Locality | 4,660        |        |        | 4,943        |        |        | 5,616    |        |        |
| Adj      | 54,024       | 25.89  | 35.54  | 57,304       | 27.46  | 37.70  | 65,103   | 31.19  | 42.83  |
| 1        | 50,600       | 24.25  | 33.29  | 53,595       | 25.68  | 35.26  | 60,724   | 29.10  | 39.95  |
| Locality | 4,777        |        |        | 5,059        |        |        | 5,732    |        |        |
| Adj      | 55,376       | 26.53  | 36.43  | 58,654       | 28.10  | 38.59  | 66,456   | 31.84  | 43.72  |
| 2        | 51,851       | 24.84  | 34.11  | 54,845       | 26.28  | 36.08  | 61,973   | 29.69  | 40.77  |
| Locality | 4,895        |        |        | 5,177        |        |        | 5,850    |        |        |
| Adj      | 56,746       | 27.19  | 37.33  | 60,023       | 28.76  | 39.49  | 67,823   | 32.50  | 44.62  |
| 3        | 53,119       | 25.45  | 34.95  | 56,114       | 26.89  | 36.92  | 63,243   | 30.30  | 41.61  |
| Locality | 5,014        |        |        | 5,297        |        |        | 5,970    |        |        |
| Adj      | 58,134       | 27.86  | 38.25  | 61,412       | 29.43  | 40.40  | 69,213   | 33.16  | 45.53  |
| 4        | 54,400       | 26.07  | 35.79  | 57,395       | 27.50  | 37.76  | 64,523   | 30.92  | 42.45  |
| Locality | 5,135        |        |        | 5,418        |        |        | 6,091    |        |        |
| Adj      | 59,536       | 28.53  | 39.17  | 62,813       | 30.10  | 41.32  | 70,614   | 33.84  | 46.46  |
| 5        | 55,696       | 26.69  | 36.64  | 58,690       | 28.12  | 38.61  | 65,817   | 31.54  | 43.30  |
| Locality | 5,258        |        |        | 5,540        |        |        | 6,213    |        |        |
| Adj      | 60,954       | 29.21  | 40.10  | 64,231       | 30.78  | 42.26  | 72,030   | 34.51  | 47.39  |
| 6        | 57,002       | 27.31  | 37.50  | 59,996       | 28.75  | 39.47  | 67,126   | 32.16  | 44.16  |
| Locality | 5,381        |        |        | 5,664        |        |        | 6,337    |        |        |
| Adj      | 62,383       | 29.89  | 41.04  | 65,660       | 31.46  | 43.20  | 73,463   | 35.20  | 48.33  |
| 7        | 58,326       | 27.95  | 38.37  | 61,323       | 29.38  | 40.34  | 68,452   | 32.80  | 45.03  |
| Locality | 5,506        |        |        | 5,789        |        |        | 6,462    |        |        |
| Adj      | 63,832       | 30.59  | 41.99  | 67,112       | 32.16  | 44.15  | 74,914   | 35.90  | 49.29  |
| 8        | 59,661       | 28.59  | 39.25  | 62,655       | 30.02  | 41.22  | 69,783   | 33.44  | 45.91  |
| Locality | 5,632        |        |        | 5,915        |        |        | 6,587    |        |        |
| Adj      | 65,293       | 31.29  | 42.96  | 68,570       | 32.86  | 45.11  | 76,370   | 36.59  | 50.24  |
| 9        | 61,007       | 29.23  | 40.14  | 64,001       | 30.67  | 42.11  | 71,130   | 34.08  | 46.80  |
| Locality | 5,759        |        |        | 6,042        |        |        | 6,715    |        |        |
| Adj      | 66,766       | 31.99  | 43.92  | 70,043       | 33.56  | 46.08  | 77,844   | 37.30  | 51.21  |
| 10       | 62,358       | 29.88  | 41.03  | 65,352       | 31.31  | 43.00  | 72,483   | 34.73  | 47.69  |
| Locality | 5,887        |        |        | 6,169        |        |        | 6,842    |        |        |
| Adj      | 68,245       | 32.70  | 44.90  | 71,522       | 34.27  | 47.05  | 79,326   | 38.01  | 52.19  |
| 11       | 63,720       | 30.53  | 41.92  | 66,715       | 31.97  | 43.89  | 73,843   | 35.38  | 48.58  |
| Locality | 6,015        |        |        | 6,298        |        |        | 6,971    |        |        |
| Adj      | 69,735       | 33.41  | 45.88  | 73,013       | 34.98  | 48.03  | 80,814   | 38.72  | 53.17  |
| 12       | 65,092       | 31.19  | 42.82  | 68,085       | 32.62  | 44.79  | 75,214   | 36.04  | 49.48  |
| Locality | 6,145        |        |        | 6,427        |        |        | 7,100    |        |        |
| Adj      | 71,237       | 34.13  | 46.87  | 74,512       | 35.70  | 49.02  | 82,314   | 39.44  | 54.15  |
| 13       | 66,468       | 31.85  | 43.73  | 69,460       | 33.28  | 45.70  | 76,590   | 36.70  | 50.39  |
| Locality | 6,275        |        |        | 6,557        |        |        | 7,230    |        |        |
| Adj      | 72,743       | 34.86  | 47.86  | 76,017       | 36.42  | 50.01  | 83,820   | 40.16  | 55.14  |
| 14       | 67,848       | 32.51  | 44.64  | 70,840       | 33.94  | 46.61  | 77,972   | 37.36  | 51.30  |
| Locality | 6,405        |        |        | 6,687        |        |        | 7,361    |        |        |
| Adj      | 74,253       | 35.58  | 48.85  | 77,528       | 37.15  | 51.01  | 85,333   | 40.89  | 56.14  |
| 15       | 69,230       | 33.17  | 45.55  | 72,224       | 34.61  | 47.52  | 79,354   | 38.02  | 52.21  |
| Locality | 6,535        |        |        | 6,818        |        |        | 7,491    |        |        |
| Adj      | 75,766       | 36.30  | 49.85  | 79,042       | 37.87  | 52.00  | 86,845   | 41.61  | 57.14  |
| 16       | 70,614       | 33.84  | 46.46  | 73,608       | 35.27  | 48.43  | 80,737   | 38.69  | 53.12  |
| Locality | 6,666        |        |        | 6,949        |        |        | 7,622    |        |        |
| Adj      | 77,280       | 37.03  | 50.84  | 80,557       | 38.60  | 53.00  | 88,358   | 42.34  | 58.13  |
| 17       | 72,000       | 34.50  | 47.37  | 74,995       | 35.93  | 49.34  | 82,124   | 39.35  | 54.03  |
| Locality | 6,797        |        |        | 7,080        |        |        | 7,753    |        |        |
| Adj      | 78,797       | 37.76  | 51.84  | 82,075       | 39.33  | 54.00  | 89,876   | 43.06  | 59.13  |
| 18       | 73,388       | 35.16  | 48.28  | 76,382       | 36.60  | 50.25  | 83,511   | 40.02  | 54.94  |
| Locality | 6,928        |        |        | 7,210        |        |        | 7,883    |        |        |
| Adj      | 80,315       | 38.48  | 52.84  | 83,592       | 40.05  | 54.99  | 91,395   | 43.79  | 60.13  |
| 19       | 74,773       | 35.83  | 49.19  | 77,766       | 37.26  | 51.16  | 84,897   | 40.68  | 55.85  |
| Locality | 7,059        |        |        | 7,341        |        |        | 8,014    |        |        |
| Adj      | 81,831       | 39.21  | 53.84  | 85,107       | 40.78  | 55.99  | 92,911   | 44.52  | 61.13  |
| 20       | 76,153       | 36.49  | 50.10  | 79,148       | 37.92  | 52.07  | 86,279   | 41.34  | 56.76  |
| Locality | 7,189        |        |        | 7,472        |        |        | 8,145    |        |        |
| Adj      | 83,342       | 39.93  | 54.83  | 86,620       | 41.50  | 56.99  | 94,424   | 45.24  | 62.12  |
| 21       | 77,531       | 37.15  | 51.01  | 80,524       | 38.58  | 52.98  | 87,653   | 42.00  | 57.67  |
| Locality | 7,319        |        |        | 7,602        |        |        | 8,274    |        |        |
| Adj      | 84,850       | 40.66  | 55.82  | 88,126       | 42.23  | 57.98  | 95,927   | 45.96  | 63.11  |
| 22       | 78,901       | 37.81  | 51.91  | 81,895       | 39.24  | 53.88  | 89,024   | 42.66  | 58.57  |
| Locality | 7,448        |        |        | 7,731        |        |        | 8,404    |        |        |
| Adj      | 86,349       | 41.37  | 56.81  | 89,626       | 42.95  | 58.96  | 97,428   | 46.68  | 64.10  |
| 23       | 80,267       | 38.46  | 52.81  | 83,259       | 39.89  | 54.78  | 90,389   | 43.31  | 59.47  |
| Locality | 7,577        |        |        | 7,860        |        |        | 8,533    |        |        |
| Adj      | 87,844       | 42.09  | 57.79  | 91,119       | 43.66  | 59.95  | 98,921   | 47.40  | 65.08  |
| 24       | 81,619       | 39.11  | 53.70  | 84,612       | 40.54  | 55.67  | 91,740   | 43.96  | 60.36  |
| Locality | 7,705        |        |        | 7,987        |        |        | 8,660    |        |        |
| Adj      | 89,324       | 42.80  | 58.77  | 92,600       | 44.37  | 60.92  | 100,400  | 48.11  | 66.05  |
| 25       | 82,961       | 39.75  | 54.58  | 85,957       | 41.19  | 56.55  | 93,084   | 44.60  | 61.24  |
| Locality | 7,832        |        |        | 8,114        |        |        | 8,787    |        |        |
| Adj      | 90,793       | 43.50  | 59.73  | 94,071       | 45.07  | 61.89  | 101,871  | 48.81  | 67.02  |
| 26       | 84,292       | 40.39  | 55.46  | 87,285       | 41.82  | 57.42  | 94,415   | 45.24  | 62.12  |
| Locality | 7,957        |        |        | 8,240        |        |        | 8,913    |        |        |
| Adj      | 92,249       | 44.20  | 60.69  | 95,525       | 45.77  | 62.85  | 103,328  | 49.51  | 67.98  |
| 27       | 85,605       | 41.02  | 56.32  | 88,600       | 42.45  | 58.29  | 95,729   | 45.87  | 62.98  |
| Locality | 8,081        |        |        | 8,364        |        |        | 9,037    |        |        |
| Adj      | 93,687       | 44.89  | 61.64  | 96,963       | 46.46  | 63.79  | 104,766  | 50.20  | 68.93  |
| 28       | 86,910       | 41.64  | 57.18  | 89,903       | 43.08  | 59.15  | 97,032   | 46.49  | 63.84  |
| Locality | 8,204        |        |        | 8,487        |        |        | 9,160    |        |        |
| Adj      | 95,115       | 45.57  | 62.58  | 98,389       | 47.14  | 64.73  | 106,192  | 50.88  | 69.86  |
| 29       | 88,194       | 42.26  | 58.02  | 91,190       | 43.69  | 59.99  | 98,317   | 47.11  | 64.68  |
| Locality | 8,325        |        |        | 8,608        |        |        | 9,281    |        |        |
| Adj      | 96,519       | 46.25  | 63.50  | 99,798       | 47.82  | 65.66  | 107,598  | 51.56  | 70.79  |

(Adjusted rates include locality payment of 9.44% for Other NonForeign Areas as defined in 5 CFR Part 591.)















**ACKNOWLEDGEMENT OF  
CONDITION OF CONTINUED EMPLOYMENT**

I understand the following:

1. My initial appointment with the DDESS Puerto Rico District is contingent upon obtaining a valid appropriate teaching/professional certificate from the Department of Defense Education Activity (DoDEA). The term appropriate teaching/professional certification is meant to describe a Professional, Provisional or Emergency License (as defined in DoDEA Regulation 5000.9) to perform the duties associated with the position I am being hired to perform, *i.e.*, to teach specific grade levels, to teach specific classes, etc.
2. It is my responsibility to contact the DoDEA Professional Educator Rating and Certification Unit to determine certification requirements for the position for which I was hired and to comply with those requirements.
3. I am responsible for all costs associated with obtaining, from DoDEA, certification/licensure appropriate for the position for which I was hired, to include completion of any required coursework or testing.
4. I may be removed from my position if I do not obtain teaching/professional certification from DoDEA appropriate for the position for which I was hired. I also understand that once I obtain certification from DoDEA, I must maintain such certification to continue employment with DDESS.

I certify that I have been provided a copy of DoDEA Regulation 5000.9, Department of Defense Education Activity Educator Licensure Program, and that I will comply with certification/licensure requirements contained therein.

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Signature

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Date

## DEFINITIONS

**Addendum to the Agreement:** A written memorandum of agreement in which the parties agree to change, delete or add to the provisions of this agreement.

**Bargaining Unit Employee:** A DDESS employee assigned to a position within the Puerto Rico professional bargaining unit as described in the unit certification at Appendix A and any subsequent additions to the unit.

**Days:** Calendar day(s) unless otherwise indicated as workday(s).

**Duty Day:** The period of time bargain unit employees are required to be physically present at the work site.

**Earned Hourly Rate:** The rate of pay an employee “earns” for one hour of work. Earned Hourly Rate is established as a fixed “rate” of pay by dividing the School Year Salary of a Full-Time employee by the number of hours (1520) the Full-Time employee works in a School Year.

**Spread Rate of Pay:** For an employee working a Full-Time work schedule, the “Annualized/School Year Salary” divided by 2087 hours. For an employee working a Part-Time work schedule, the “Annualized/School Year Salary” divided by the number of hours the employee works per pay period multiplied by the number of pay periods the pay will be spread during the pay year.

**Annualized/School Year Salary:** The employee’s EHR multiplied by the number of hours an employee is scheduled to work during the school year.

**Full-Time Employment:** An employee who regularly works a basic workweek of 40 hours Monday through Friday.

**Part-Time Employment:** An employee who works a regularly scheduled tour of duty less than 40 hours per week.

**Classroom Teacher:** All professional employees whose primary duties are to provide instruction, *i.e.*, teachers, media specialists, and special education teachers.

**DDESS PUERTO RICO/ACEA PROFESSIONAL UNIT  
EXTRACURRICULAR DUTY ASSIGNMENT AGREEMENT**

School: \_\_\_\_\_

I agree to perform the extracurricular duty assignment of:

\_\_\_\_\_  
\_\_\_\_\_

for school year \_\_\_\_\_. The amount of compensation for this activity is \$ \_\_\_\_\_. The time worked will be in addition to and not part of, my regular full-time assignment and will not interfere with those duties.

Description of Tasks to be Performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will notify the principal when the extracurricular duty assignment has been completed.

\_\_\_\_\_  
Employee's Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Printed Name and Signature

\_\_\_\_\_  
Date

**DDESS PUERTO RICO DISTRICT  
TABLE OF STIPENDS  
APPROVED EXTRA CURRICULAR DUTY ASSIGNMENTS**

| EDA # | TITLE                               |         |            |
|-------|-------------------------------------|---------|------------|
| 100   | Activities Director AHS/RAMEY       | \$2,629 |            |
| 101   | Activities Director AMS             | \$1,692 |            |
| 120   | Athletic Director AHS/RAMEY         | \$6,263 |            |
| 121   | Athletic Director (Middle School)   | \$2,938 |            |
| 125   | Assistant Coach (Except Football)   | \$2,920 |            |
| 126   | Athletic Game Official              | \$30.00 | Per Hour   |
| 130   | Band/Orchestra (K-8)                | \$3,284 |            |
| 132   | Band/Orchestra AHS/RAMEY            | \$3,230 |            |
| 145   | Baseball, Head Coach                | \$4,630 |            |
| 150   | Basketball, Head Coach              | \$4,630 |            |
| 155   | Basketball, JV Coach                | \$3,764 |            |
| 157   | Basketball, Coach, 7th & 8th Grades | \$2,701 |            |
| 158   | Basketball, Coach, 5th & 6th Grades | \$2,701 |            |
| 170   | Cheerleader Sponsor (High School)   | \$3,842 |            |
| 173   | Chemical Hygiene Officer            | \$1,296 |            |
| 175   | Chorus Director (All Levels)        | \$1,942 |            |
| 180   | Clubs (Middle/High School)          | \$1,536 |            |
| 181   | Clubs (Elementary School)           | \$1,258 |            |
| 190   | Cross Country, Head Coach           | \$3,910 |            |
| 200   | Debate (Forensics)                  | \$1,632 |            |
| 220   | Drama Coach                         | \$3,284 |            |
| 265   | Football, Head Coach                | \$7,479 |            |
| 270   | Football, Assistant Coach           | \$5,509 |            |
|       | Football, JV Coach                  | \$3,916 |            |
| 280   | Golf Coach                          | \$3,284 |            |
| 345   | Instruction (After School)          | EHR     |            |
| 355   | Intramurals                         | \$500   | Per Season |
| 360   | Literary Magazine                   | \$1,632 |            |
| 380   | National Honor Society              | \$1,632 |            |
| 385   | National Junior Honor Society       | \$1,632 |            |

|     |  |         |  |
|-----|--|---------|--|
| 395 | Newsletter (HS)                          | \$1,768 |  |
| 426 | Saturday Detention                       | \$29.30 | Per Hour   |
| 430 | School Improvement Team Member           | \$3,169 | Limited to 4 per school  |
| 435 | School Improvement Team Chairperson      | \$4,848 |  |
| 445 | Soccer, (Outdoor) Head Coach             | \$5,130 |  |
| 450 | Soccer, (Indoor) Head Coach              | \$4,380 |  |
| 455 | Soccer, JV Coach                         | \$4,006 |  |
|     | Soccer, Middle School Coach              | \$2,869 |  |
| 460 | Softball, Head Coach                     | \$4,630 |  |
| 462 | Special Education Team Leader            | \$3,500 |  |
| 465 | Special Events Coordinator               | \$808   |  |
| 466 | Sponsor, Grade 8                         | \$2,200 |  |
| 467 | Sponsor, Grade 9 & 10                    | \$1,692 |  |
| 468 | Sponsor, Grade 11                        | \$1,879 |  |
| 469 | Sponsor, Grade 12                        | \$2,919 |  |
| 472 | Student Government (High School)         | \$2,564 |  |
| 473 | Student Government (Middle School)       | \$1,997 |  |
| 491 | Student Support Team Leader              | EHR     | No more than 20 hours per semester<br>Must have minimum number of students |
| 525 | Tennis, Head Coach                       | \$2,769 |  |
| 540 | Track, Head Coach (One Coach per School) | \$4,006 |  |
|     | Track Assistant Coach                    | \$3,169 |  |
| 555 | Volleyball, Head Coach                   | \$4,630 |  |
| 560 | Volleyball, JV Coach                     | \$3,764 |  |
| 567 | Volleyball, Coach (Grades 7-8)           | \$2,601 |  |
| 585 | Yearbook, Grades 9-12                    | \$3,264 |  |
| 590 | Yearbook, Middle School                  | \$1,997 |  |
|     |  |         |  |
|     |  |         |  |



**ACEA  
LEAVE BANK ENROLLMENT FORM**

**What it is:** The ACEA Leave Bank (LB) has been established per Article 27, Section 13 of the DDESS Puerto Rico/ACEA Negotiated Agreement. Through this bank, a participant can apply for sick leave following a medical emergency, catastrophic illness, maternity purposes, or injury during which the participant is unable to perform his/her assigned duties.

**Participants:**

1. Must be employees (not family members of employees) covered by this Agreement.
2. Must voluntarily contribute one (1) sick/personal leave day to the bank (8 hours for full-time employees or a pro-rated portion thereof for part-time employees) at time of initial employment and then annually.
3. Must submit this application to participate in the LB within thirty (30) days if a new employee.
4. May join during an "Open Season".

**Operation:**

- A. A participant may request leave from the LB provided:
1. He/she has exhausted all available leave (personal and sick leave); and
  2. He/she must furnish the attending physician's statement establishing the need for absence from duty for a prolonged period of time because of a medical emergency, catastrophic illness, injury or maternity purposes.
- B. The LB Committee will make decisions on all applications submitted. These decisions are not subject to the grievance process.
- C. Approval for a grant of leave from the LB must be by a majority decision of the LB Committee which consists of one Agency representative and two bargaining unit members appointed by the Union.
- D. Anyone participating in the LB will be limited to withdrawing from the bank up to a total of twenty (20) days in succession per application. When an illness or the effects of an injury/illness extend beyond twenty (20) days, the participant may reapply for consideration of up to an additional twenty (20) days.

**DO NOT DETACH. COMPLETE AND MAKE A COPY FOR YOUR RECORDS**

Employee Name (Print): \_\_\_\_\_

Position: \_\_\_\_\_ School: \_\_\_\_\_

\_\_\_\_\_ **I DO NOT** wish to participate in the ACEA Leave Bank.

\_\_\_\_\_ **I DO** wish to participate in the ACEA Leave Bank. I wish to contribute:

\_\_\_\_\_ One (1) day of sick leave; **OR**

\_\_\_\_\_ One (1) day of personal leave

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Complete and forward to ACEA Point of Contact for LB**

**APPENDIX K**

**APPLICATION FOR A GRANT**  
**FROM THE ACEA LEAVE BANK**

Date: \_\_\_\_\_

To: Leave Bank Approval Committee

Via: ACEA Health & Human Chair

From: *(Please print)* \_\_\_\_\_

Work Site: \_\_\_\_\_ SSN: \_\_\_\_\_

Encl: Statement by Attending Physician

1. **Available Leave.** I understand that I qualify for leave from the Bank only after I have exhausted all of my available sick/personal leave. My LES indicates that my sick/personal leave balance was/will be zero on the following date:  
\_\_\_\_\_

2. **Number of Sick Leave Hours Requested (8 hours per day):** \_\_\_\_\_

In accordance with the referenced Leave Bank Agreement, I understand that the maximum grant is 40 workdays, not to exceed 20% of the total available balance in the Illness Account. A member receiving a grant of more than 320 hours (40) days in one duty year is **not eligible** for a grant during the subsequent year. Bank grants end on the last duty day of the school year in which they are made and may not be carried over to the next school year. Unused portions will be returned to the Bank. ***I understand that it is my responsibility to provide a written statement to the ACEA Vice-President notifying ACEA of early return.***

3. **Physician's Statement and Authorization to Release Medical Information**

I am a member of the ACEA Leave Bank. For the reasons cited in the enclosed physician's statement, I hereby apply for a grant from the Bank in the amount specified in paragraph 2. In accordance with the referenced Leave Bank Agreement, I authorize my attending physician to release information on my medical condition to the Approval Committee, should the Committee require such additional information in order to make a decision on this application.

\_\_\_\_\_  
Signature of Applicant

**APPROVAL COMMITTEE ACTION ON  
APPLICATION FOR A GRANT FROM  
THE ACEA LEAVE BANK**

Date: \_\_\_\_\_

To: \_\_\_\_\_

Work Site: \_\_\_\_\_ SSN: \_\_\_\_\_

Ref: Your Application for a Grant dated \_\_\_\_\_

1. **Action.** The Approval Committee has reviewed your referenced application and has decided to take the following checked action:

\_\_\_\_\_ approve a sick leave grant of \_\_\_\_\_ hours (\_\_\_\_\_ days at 8 hours per day).

\_\_\_\_\_ disapprove your request for a grant.

2. **Effective Date.** The effective date of this grant is \_\_\_\_\_, the first workday you qualified for sick leave but had no leave available.

3. **Reasons supporting the Committee's Action.** [To be completed only if the applicant's request is modified or disapproved.] The committee modified or disapproved your request for the following reason(s):

4. **Certification by Finance Office.** By copy, the DDESS Puerto Rico District Budget Officer (or designee) is notified of this action. ***This action and your application are subject to certification by the Budget Officer of your qualification for sick leave and the date when your sick leave balance was/will be exhausted.*** The DDESS Puerto Rico Finance office will notify you and ACEA **in writing** of any required modifications to this action. The parties will coordinate to resolve any discrepancies. Finance will then ensure timely implementation of the grant and back pay, if any.

Signatures of Approval Committee Members:

\_\_\_\_\_  
ACEA Vice-President

\_\_\_\_\_  
ACEA President

\_\_\_\_\_  
Health & Human Services Chairperson

Enclosure:  
Medical Documentation  
Grant Application submitted by Applicant  
Copy provided to: ACEA President (or designee)

**FACT SHEET  
ON  
LEAVE WITHOUT PAY (LWOP) FOR EDUCATIONAL PURPOSES PROGRAM**

|  |  |
|--|--|
| <b>Employment Status</b>                     | Placed on LWOP   |
| <b>Duration of Program</b>                   | Initial request may be for one school year only. If a second year is needed, the educator must submit a written request to the Director of DDESS for approval.                                       |
| <b>Length of Service/Program Eligibility</b> | Completion of 5 consecutive years of fully satisfactory service with DDESS since completion of the last leave granted for educational purposes. Employee must be serving on a permanent appointment. |
| <b>Program of Study/Nature of Program</b>    | Pursue a course of formal study at an accredited college or university in the United States. Program to be undertaken must be beneficial to the needs of DDESS.                                      |
| <b>Employment Obligation</b>                 | None   |
| <b>Failure to Complete Program</b>           | Failure to abide by the terms that were presented as a basis for approval of the request for LWOP may be grounds for the Government to recover all or part of any cost to the Government.            |
| <b>Health Benefits Coverage</b>              | Health insurance coverage remains in effect; however, the employee must pay the full share of premiums.  |
| <b>Life Insurance Coverage</b>               | Life insurance remains in effect; however, employee must pay full share of employee premiums.  |
| <b>Step Increase</b>                         | No additional step increase for year on LWOP.  |
| <b>Credit for Retirement</b>                 | Credit for 6 months toward retirement is given in any one (1) calendar year.   |
| <b>Leave Accrual</b>                         | None   |

**FACT SHEET  
ON  
YEARLONG EDUCATIONAL LEAVE AT HALF-PAY PROGRAM**

|  |  |
|--|--|
| <b>Employment Status</b>                     | Receives basic pay for half of each workday and is paced on Leave Without Pay (LWOP) for the other half of the workday.  |
| <b>Duration of Program</b>                   | One school year  |
| <b>Length of Service/Program Eligibility</b> | Completion of three (3) consecutive years of fully satisfactory service with DDESS. Employee must be serving on a permanent appointment.                               |
| <b>Program of Study/Nature of Program</b>    | Pursue a one (1) year course of study at a college or university in the United States in a field or program determined beneficial to the needs of DDESS.               |
| <b>Employment Obligation</b>                 | Three (3) school years of service with DDESS upon return.  |
| <b>Failure to Complete Program</b>           | Failure to abide by the terms presented as a basis for approval of the request may be grounds for the Government to recover all or part of any cost to the Government. |
| <b>Health Benefits Coverage</b>              | Health insurance coverage remains in effect; however, the employee must pay the full share of premiums.  |
| <b>Life Insurance Coverage</b>               | Life insurance remains in effect; however, employee must pay full share of employee premiums.  |
| <b>Step Increase</b>                         | Step increase will be granted for full-time employees.   |
| <b>Credit for Retirement</b>                 | Full credit for retirement.  |
| <b>Leave Accrual</b>                         | Leave will accrue at the rate of five (5) days of sick leave and two (2) days of personal leave per school year.   |

**FACT SHEET  
ON  
ADMINISTRATIVE REEMPLOYMENT RIGHTS (ARR) PROGRAM**

|  |  |
|--|--|
| <b>Employment Status</b>                     | Employee resigns.  |
| <b>Duration of Program</b>                   | Initial request may be for one (1) or two (2) school years. If one (1) year is approved and a second year is needed, the educator must submit a written request to the Director of DDESS for approval.                               |
| <b>Length of Service/Program Eligibility</b> | Completion of five (5) consecutive years of fully satisfactory service with DDESS since completion of the last leave granted for education purposes. Employee must be serving on a permanent appointment.                            |
| <b>Program of Study/Nature of Program</b>    | Pursue a course of study, participate in a project, or accept temporary employment. Program to undertaken must be beneficial to the needs of DDESS.  |
| <b>Employment Obligation</b>                 | None   |
| <b>Failure to Complete Program</b>           | Failure to abide by the terms of the ARR agreement could result in the agreement to reemploy being voided. Should this occur, the educator must compete with other applicants for a position.  |
| <b>Health Benefits Coverage</b>              | Employee may opt for temporary continuation of coverage; however, the enrollee must pay the full premium for the plan (that is, both the employee and Government share of the premium) plus a two (2) percent administrative charge. |
| <b>Life Insurance Coverage</b>               | No life insurance coverage.  |
| <b>Step Increase</b>                         | Upon completion of the ARR an employee will be advanced one (1) step for their prior years' service.   |
| <b>Credit for Retirement</b>                 | No credit for retirement.  |
| <b>Leave Accrual</b>                         | None   |

**APPLICATION/AGREEMENT  
FOR  
DDESS EDUCATION LEAVE PROGRAMS**

Name of Educator \_\_\_\_\_  
School District and School (address and phone number) \_\_\_\_\_

Present Position Title \_\_\_\_\_  
Also qualified to teach (list categories or subject areas) \_\_\_\_\_

I have been serving on a full-time permanent continuous appointment with DDESS since \_\_\_\_\_  
Total years in DDESS \_\_\_\_\_  
I have previously been on ARR, LWOP, or Yearlong Educational Leave at Half Pay  
~ YES        -or-        ~ NO  
If yes, which program and what school year? \_\_\_\_\_

**PROPOSED PROGRAM OF STUDENT FOR:  
SELECT ONE: (ACADEMIC PROPOSAL REQUIRED FOR EACH PROGRAM)**

- ~ 1. Yearlong Educational Leave at Half Pay
- ~ 2. Leave Without Pay for Educational Purposes
- ~ 3. Administrative Reemployment Rights (ARR) Program

I will attend \_\_\_\_\_ (College or University) \_\_\_\_\_ (City and State)

Proposed Admittance Date \_\_\_\_\_  
Program Completion Date \_\_\_\_\_

Program will include the following courses for a total of \_\_\_\_ semester hours (or equivalent in quarter hours)

**Course Title and Number of Hours**

| Course Title and Number of Hours |       |       |
|----------------------------------|-------|-------|
| _____                            | _____ | _____ |
| _____                            | _____ | _____ |
| _____                            | _____ | _____ |
| _____                            | _____ | _____ |
| _____                            | _____ | _____ |

**I have attached course descriptions for the courses listed above as well as correspondence from the appropriate college or university approving my program of student or project. If selected, I agree to provide official documentation demonstrating satisfactory completion of the program.**

**EXPLANATION OF PROPOSED PROGRAM OF STUDENT/PROJECT/  
EMPLOYMENT AND ANTICIPATED BENEFITS TO THE SCHOOL DISTRICT**

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**If selected for the Yearlong Educational Leave Program, I hereby agree to maintain my employment with DDESS for an additional three (3) consecutive years commencing with the school year following completion of the academic program. If selected for the ARR Program, I understand and acknowledge that if I fail to satisfactorily complete the academic program, I will receive no special placement consideration.**

\_\_\_\_\_ (Signature of Applicant) \_\_\_\_\_ (Date)

**The following portion must be completed by your principal:**

~ Recommend Approval ~ Recommend Disapproval

**Comments** \_\_\_\_\_

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**By signing this application, I certify that the educator whose signature appears above is performing at a “Fully Successful” level.**

\_\_\_\_\_ (Signature of Principal) \_\_\_\_\_ (Date)

**Superintendent’s Endorsement: I recommend ~ Approval ~ Disapproval**

\_\_\_\_\_ (Signature of Superintendent) \_\_\_\_\_ (Date)



**DDESS PUERTO RICO/ACEA PROFESSIONAL UNIT  
NEGOTIATED GRIEVANCE FORM**

Grievance # (i.e., SY 07-08-001): \_\_\_\_\_

**I. CHECK ONE OF THE FOLLOWING:**

- \_\_\_\_\_ **Individual or Group Grievance** (Covers all similar situated employees)  
\_\_\_\_\_ **Association Grievance**  
\_\_\_\_\_ **Agency Grievance**

**II. COMPLETE SECTIONS A – I AS APPLICABLE, IF KNOWN:**

**A. EMPLOYEE'S NAME** [If more than one employee is affected, all affected employees (if known) should be identified to include name, job title, location/assignment, supervisor's name, duty phone, and home phone. Use separate sheet of paper as needed to provide this information.]

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**B. AFFECTED EMPLOYEE'S JOB TITLE:**

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**C. AFFECTED EMPLOYEE'S SCHOOL/LOCATION ASSIGNMENT:**

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**D. NAME OF AFFECTED EMPLOYEE'S SUPERVISOR:**

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**E. AFFECTED EMPLOYEE'S DUTY PHONE:** \_\_\_\_\_

**F. AFFECTED EMPLOYEE'S HOME PHONE:** \_\_\_\_\_

**G. IS THIS A CONTINUING VIOLATION?** \_\_\_\_\_ YES \_\_\_\_\_ NO

**H. DATE OF INCIDENT GIVING RISE TO THE GRIEVANCE:** \_\_\_\_\_

**I. DATE GRIEVANCE INFORMALLY PRESENTED TO SUPERVISOR:**

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**J. STATEMENT OF GRIEVANCE BY EMPLOYEE(S).** [Provide specific information that explains all circumstances that relate to your grievance, including who, when, where, what, and why [Use additional sheet if necessary]]

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**III. COMPLETE THESE SECTIONS IF APPLICABLE AND IF KNOWN:**

**A. WHAT SECTIONS OF THE NEGOTIATED AGREEMENT OR AGENCY/  
GOVERNMENT-WIDE RULES, REGULATIONS OR LAWS APPLY?**

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**B. WHAT AGENCY PRACTICES, CUSTOMS, OR GRIEVANCE  
SETTLEMENTS (IF ANY) APPLY TO THIS INCIDENT?**

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**C. NAMES OF WITNESSES, CO-WORKERS, ETC., INVOLVED OR  
KNOWLEDGEABLE ABOUT THIS INCIDENT.** \_\_\_\_\_

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**D. WHAT ADJUSTMENT (REMEDY) IS EXPECTED?** \_\_\_\_\_

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\_\_\_\_\_  
**EMPLOYEE'S SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ACEA REPRESENTATIVE'S SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AGENCY REPRESENTATIVE'S SIGNATURE**

\_\_\_\_\_  
**DATE**

Phone: (202) 606-5111

REQUEST FOR ARBITRATION PANEL

Fax requests with payment information to (202) 606-3749

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

If you fax, do not forward a hard copy.

You may file this form electronically at: [www.fmcs.gov](http://www.fmcs.gov)

**1. EMPLOYER**  
 Company Name: \_\_\_\_\_  
 Representative Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Initial) \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**2. UNION**  
 Union Name: \_\_\_\_\_ Local # \_\_\_\_\_  
 Representative Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Initial) \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

3. Site of Dispute: City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code:\* \_\_\_\_\_  
 \*Required for Metropolitan Selection

4. Select the panel of arbitrators from below or see "Special Requirements" on page 2.  
 Regional       Sub-Regional       Metropolitan (125 mile radius from site of dispute. May cross state boundaries.)

5. Type of Issue: \_\_\_\_\_

6. Panel Size: \_\_\_\_\_ A panel of (7) names is usually provided. If this is a unilateral request, you must attach your relevant contract language which specifies a different number or "certify" on Page 2 that both parties have agreed to the number specified.

7. Type of Industry:  Private Sector       State or Local Government       Federal Government

8. Payment Options: \$50.00 per panel      OR      \$30.00 IF FILED AT [WWW.FMCS.GOV](http://WWW.FMCS.GOV)

Check or Money Order    Name on Account: \_\_\_\_\_    Type: Personal Checking   
 (SEE DISCLOSURE STATEMENT ON PAGE TWO IF PAYMENT IS BY CHECK.)    Business Checking   
 ABA Routing Number: \_ \_ - \_ - \_ - \_ - \_ -     Check to split payment evenly  
 VISA     MASTERCARD     AMERICAN EXPRESS     DISCOVER     PREPAID ACCOUNT

Name (1): \_\_\_\_\_ Paid by:  Union     Employer    Amount: \_\_\_\_\_  
 Card Number: \_\_\_\_\_ Expires: Month: \_\_\_\_\_ Year: \_\_\_\_\_

Name (2): \_\_\_\_\_ Paid by:  Union     Employer    Amount: \_\_\_\_\_  
 Card Number: \_\_\_\_\_ Expires: Month: \_\_\_\_\_ Year: \_\_\_\_\_

ALC for Federal Agencies: ALC # \_\_\_\_\_    Prepayment # \_\_\_\_\_

9. Signatures: Employer: \_\_\_\_\_ Union: \_\_\_\_\_

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 10 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 2100 K Street, NW, Washington, DC 20427 or the Paperwork Reduction Project 3076-0002, Office of Management and Budget, Washington, DC 20503.

## REQUEST FOR ARBITRATION PANEL

### SPECIAL REQUIREMENTS

Note: ALL requests on this page must be "CERTIFIED" as jointly agreed AND signed below.  
Requests on this page will NOT be honored without proper certification.

- Select panel from **Nationwide**
- EXPEDITED ARBITRATION** under FMCS Procedures  
(See FMCS Arbitration Policies and Procedures, Subpart D, Section 1404.17 for specific requirements for Expedited Arbitration.)

#### **ORGANIZATIONS or CERTIFICATIONS:**

- Attorney    AAA (American Arbitration Assoc.)    Industrial Engineer    NAA (National Academy of Arbitrators)

#### **SPECIALIZATIONS:**

Industry Specialization: \_\_\_\_\_

Issue Specialization: \_\_\_\_\_

**ADDITIONAL REQUIREMENTS:** (For example, geographical restrictions, exclusions of arbitrators)

\_\_\_\_\_

\_\_\_\_\_

A panel will be sent based upon the request of a single party. If "Special Requirements" are listed or "Expedited Arbitration" is requested, you MUST certify that all parties jointly agree to these requests. This also applies to additional panel requests. If your contract contains these "Special Requirements," including "Expedited Arbitration," submit a copy of the relevant contract language only. A submission of a panel should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue(s) in dispute.

I certify that the above is jointly agreed.

Signature: \_\_\_\_\_ On behalf of:    Union    Employer

### NOTICE TO CUSTOMERS MAKING PAYMENT BY CHECK

**Authorization to Convert Your Check:** If you send us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to scan your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process your original check.

**Insufficient Funds:** The electronic fund transfer from your account will usually occur within 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic fund transfer cannot be completed because of insufficient funds, we will not resubmit the check information for electronic fund transfer. Your bank may charge you a fee for insufficient funds.

**Transaction Information:** The electronic fund transfer from your account will be on the account statement you received from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record keeping purposes.

**Your Rights:** You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under a Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

**EXPERIENCE CREDITABLE AS "TEACHING EXPERIENCE"  
UNDER ARTICLE 20, SECTION 3.b.**

| <b>CREDITABLE EXPERIENCE FOR PAY PURPOSES</b>   |   |
|---|---|
| <b>POSITION</b>   | Experience as a Classroom Teacher in a University Setting, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College*<br>Experience as a Guidance Counselor in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College<br>Experience as an Education Technologist in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College<br>Experience as a Media Information Specialist in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College<br>Experience as an Administrator in an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College<br>Experience as a Registered Nurse in a Clinical or Hospital Setting, an Elementary or Secondary Setting, an Elementary or Hospital Setting, an Elementary or Hospital Setting or at the DoDDS Panama Canal Junior College<br>Experience as a Physical Therapist in a Clinical or Hospital Setting, an Elementary or Hospital Setting, an Elementary or Hospital Setting or at the DoDDS Panama Canal Junior College<br>Experience as an Occupational Therapist in a Clinical or Hospital Setting, an Elementary or Hospital Setting, an Elementary or Hospital Setting or at the DoDDS Panama Canal Junior College<br>Experience as a Psychologist in a Clinical or Hospital Setting, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College<br>Experience as a Social Worker in a Clinical or State Family Support System, an Elementary or Secondary Setting or at the DoDDS Panama Canal Junior College<br>Experience as a Speech Teacher or Therapist in an Elementary or Secondary School Setting, at the DoDDS Panama Canal Junior College or in a Hospital or Clinical Setting |
| Teacher   | Yes   |
| Speech Teacher/Therapist/Pathologist  | Yes   |
| Media Information Specialist  | Yes   |
| Guidance Counselor  | Yes   |
| Education Technologist  | Yes   |
| Nurse   | Yes   |
| Occupational Therapist  | Yes   |
| Physical Therapist  | Yes   |
| Psychologist  | Yes   |
| Social Worker   | Yes   |
| * Preschool experience with either an academic or social skill emphasis is creditable, e.g., learning centers, Montessori Schools, HeadStart program.       |   |
| Pre-school experience in a day care center is not creditable.   |   |
| **All prior DoDDs/DDESS experience in any of the above identified positions is creditable experience for pay purposes for any other identified position(s). |   |

**LISTING OF MEMORANDA OF AGREEMENT BETWEEN ACEA AND DDESS PUERTO RICO DISTRICT WHICH WILL CONTINUE IN EFFECT UNLESS SOONER EXTINGUISHED BY MUTUAL AGREEMENT OR OPERATION OF LAW**

1. 13 May 2011 MOU: Music Computers
2. 13 May 2011 MOA: New Student Information System (Aspen)
3. Undated MOA: Summer Enrichment Program
4. 31 May 2011 MOA: Professional Learning Opportunity Team (PLT)
5. 28 May 2010 MOA: Implementation of PreK-12 English Language Arts Curriculum Materials (except para. 2.d.)
6. 3 June 2008 MOA: Implementation of Gradespeed.
7. 15 October 2007 MOA: Implementation of ESL Guide and ESL Alternate Assessment.
8. Undated (19 November 2004) MOA: Implementation of Chapter 11, "Disciplinary Procedures," of the DoDEA Special Education Manual, DSM 2500.13-M-R, para. 2.b., 2.c. and 2.d.
9. 18 September 2003 MOAs: Implementation of the Developmental Reading Assessment (DRA) Initiative for K-2 students and third grade students. The Parties recognize that these two MOAs were executed to implement DRA testing and that the implementation period has long since passed. Even though the MOAs are no longer recognized or retained by the Parties, the Agency commits, if justified, to providing necessary support and assistance for test administration, particularly if the teacher is administering the test for the first time.