

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF DEFENSE
DOMESTIC DEPENDENT ELEMENTARY
AND SECONDARY SCHOOLS (DDESS)
PUERTO RICO DISTRICT**

AND

ANTILLES CONSOLIDATED EDUCATION ASSOCIATION (ACEA)

1. PURPOSE: To document the agreement of the Parties to extend the terms and conditions of the existing 1 August 2000 – 31 July 2003 Negotiated Agreement between the Antilles Consolidated Education Association (ACEA) and the Domestic Dependent Elementary and Secondary Schools (DDESS), Puerto Rico District, hereinafter the Agency.

2. BACKGROUND: The current Negotiated Agreement between the Parties expired on 31 July 2003. Prior to expiration, the Agency gave timely written notice of its desire to negotiate a new contract. Thereafter, the Parties delayed contract negotiations for a year to cooperatively address the closure of the Agency's arrangement at Roosevelt Roads, which was necessitated due to Congressional action to close Naval Station Roosevelt Roads. On 19 November 2004, the Parties agreed to ground rules for contract negotiations and initial proposals were exchanged on 17 December 2004. On 7-11 February 2005, 29-31 March 2005, and 31 May and 1-3 June 2005, the Parties again instituted discussion as to the possibility of extending the current agreement. Those discussions have culminated in this agreement.

3. AGREEMENT:

a. The Parties have reached agreement to modify and extend the 1 August 2000 – 31 July 2003 Negotiated Agreement. All terms and conditions of the Agreement remain in effect unless specifically changed and/or modified as set forth below:

(1) Replace Section a. of Article 1 with the following:

Section a. This Agreement is executed by the Parties described below pursuant to policy set forth in the Federal Service Labor Management Relations statute, 5 U.S.C. 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 District, hereinafter referred to as the Agency, the Employer, or DDESS-PR.

(2) Add a new subsection (3) to Article 2, Section d. as

follows:

(3) The Parties further agree that the terms and conditions of employment in existence during School Year 2004-2005 (10 August 2004 – 7 June 2005) 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 professional 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-PR 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 34. 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.

(3) Replace Article 2, Section e. subsection (1) and (2),

with the following:

(1) During the thirty (30) day period beginning 1 August 2006, either side may provide notice of desire to engage in mid-term

bargaining. Within sixty (60) calendar days of that notice, the Parties may submit any and all proposals over any matter not reasonably covered by or contained in this Agreement. The proposals will include a written explanation of the result desired by the proposals. After expiration of the sixty (60) day window to submit proposals, the Parties may agree to bargain over additional proposals.

(2) Unless mutually agreed otherwise, within thirty (30) calendar days of receipt of the proposals, the Parties will commence bargaining. Unless otherwise agreed to by the Parties, each Party shall have not more than three (3) representatives present in any meeting conducted for the purpose of such negotiations.

(4) Add a new subsection (7) to Article 15, Section a. as

follows:

(7) Within the context of the established duty day (excluding the duty-free lunch period and all requisite planning time) and/or duty year, bargaining unit employees are expected to perform professional duties and responsibilities typically and customarily associated with the position to which assigned, including student supervision, tutoring and attendance at meetings as described above in Article 2, Section d.(3).

(5) Replace Article 26 with the new Article 26 at

Attachment 1. The Parties agree that section a. of the new Article

26 will be retroactively applied to the start of School Year 2004-2005, and that the remaining provisions of the new Article 26 shall not become effective until the start of School Year 2005-2006.

(6) Replace the word "eight (8)" in the first sentence of Article 27, Section a.(1) with the word "six (6)".

(7) Replace Article 27, Section b., with the following:

Section b. Except for the non-paid EDA assignments specified in Section a. of the Article, extra duty assignments shall be compensated at the following rates:

(1) In-service training of employees and academic instruction of students such as tutoring will be paid at the employee's wages-earned rate.

(2) Stipends and position descriptions for all other EDAs are negotiated between the Association and the Employer and stipulated in the current DDESS-PR EDA Handbook.

(3) All EDA stipends, excluding those paid at the wages earned rate, will increase 25% retroactive to August 2004. Thereafter, for school years 2005-2006, 2006-2007, and 2007-2008, there will be an annual increase of 3%.

(8) Replace Article 28, Sections a., b. and g., with the following:

Section a. The provisions of this Article are effective on 14 August 2004.

Section b. Salary Increases. Retroactive to 14 August 2004, the salary schedule for all unit employees (except for intermittent employees, whose pay is addressed in Article 26 above) shall be set at the 2004-2005 salary schedule (3.0% increase above the 2003-2004 salary). The salary schedule for unit employees on steps 1 through 21 shall subsequently increase by 3.0% on 14 August 2005, 3.0% on 14 August 2006, and 3.0% on 14 August 2007. Any unit employee who satisfactorily completes one duty year in step 21 (a minimum of 120 workdays) of non-intermittent employment the preceding year will be advanced to step 22 of his/her salary group. Step 22 will be established for the 2005-2006 School Year at wages 3.5% higher than the 2004-2005 wages for step 21. Subsequent increases for step 22 will be as follows: 3.5% on 14 August 2006, and 3.5% on 14 August 2007. These increases apply to all unit employees in all salary Groups as applicable.

Section g. If the Employer decides to extend the duty day or year of a unit employee by assigning work (exclusive of voluntarily accepted EDAs, summer school, and/or extended school year), the employee shall be compensated at a rate equal to the employee's "wages earned" hourly rate during the regular duty year. A management official must, in writing, assign specific hours outside of the regular duty day or year when work must be performed in order for such hours of work to be compensable.

Upon conclusion of the specified additional hours assigned, the unit employee may submit a written report on the work accomplished to the supervisor.

(9) Replace Article 33 in its entirety, and replace with the new Article 33 at Attachment 2.

(10) Replace Article 37, Section a., with the following:

Section a. This Agreement, which was originally effective on 1 August 2000, will continue in full force and effect until 31 July 2008 following Agency Head review as provided for in 5 U.S.C. 7114(c). Either Party may request commencement of negotiations for a new Agreement no earlier than 120 calendar days prior to the expiration of this Agreement.

(1) If such a request is submitted, the Party receiving the request will respond within thirty (30) calendar days proposing a reasonable date for commencement of negotiations. The terms and conditions of this Agreement will remain in full force and effect pending completion of negotiation of a new Agreement.

(2) If neither Party serves notice of its intent to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods with a 3.0% salary increase for each period of renewal.

(11) Distribution.

The Agency agrees to provide six (6) copies of this Memorandum of Agreement and the 2005 "DDESS Puerto Rico Extracurricular Duty Assignments" booklet as soon as possible after the execution of this

Agreement, but not later than thirty (30) calendar days, unless extended by the Parties. The Agency further agrees to post both of these documents on the DDESS Puerto Rico website, currently <http://www.am.dodea.edu/acss/index.htm>.

(12) All Memorandums of Agreement (MOA) and/or Understanding (MOU) between the Parties as listed on Attachment 3 to this document will continue in full force and effect until 31 July 2008, unless sooner extinguished by mutual agreement or operation of law. If a MOA/MOU not listed in Attachment 3 is subsequently discovered, the Parties agree to meet and resolve its status.

FOR THE AGENCY:

FOR THE ASSOCIATION:

DR. BRUCE JETER
Superintendent
DDESS Puerto Rico District



ALEXIS A. GORBEA
President
Antilles Consolidated Education
Association

DATE

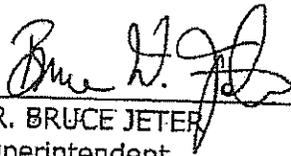
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FOR THE AGENCY:

FOR THE ASSOCIATION:



DR. BRUCE JETER
Superintendent
DDESS Puerto Rico District

ALEXIS A. GORBEA
President
Antilles Consolidated Education
Association

13 July 2005

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