

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

AND

ANTILLES CONSOLIDATED EDUCATION ASSOCIATION (ACEA)

I.

BACKGROUND

A. On 12 July 2005, the DDESS Puerto Rico District (Agency) and the Antilles Consolidated Education Association (ACEA or the Union) reached agreement on a new labor contract for professional bargaining unit members represented by ACEA.

B. The new collective bargaining agreement was sent by the Agency to the Department of Defense Civilian Personnel Management Service (CPMS) for Agency Head Review pursuant to 5 U.S.C. 7114 (c).

C. CPMS disapproved the contract by memo dated 11 August 2005. The memo was sent certified mail to ACEA, but instead of using the Union's on-base Post Office Box address, CPMS sent the memo to the ACEA President using the DDESS Superintendent's address. Thereafter, the memo was hand-delivered to the ACEA office on 18 August 2005 and receipted for by a Union consultant. CPMS sent a second memo dated 15 September

increased hardship for bargaining unit employees who have not received the retroactive salary and EDA increases agreed to in the new contract.

Accordingly, the parties have entered into this Agreement to resolve the grievance in FMCS Case No. 060329-02827-8 (Agency No. 05-06-05).

II.

AGENCY COMMITMENTS

In consideration of the mutual promises contained herein, the Agency commits to the following specific actions as its total and complete obligations pursuant to this Agreement.

A. Upon execution of this Agreement, the Agency declares that the parties' new labor contract for DDESS Puerto Rico District professional bargaining unit employees became effective on 13 August 2005. The new contract will be assembled and printed, and the Association will be provided hard copies and/or compact discs.

B. The Agency further commits that, upon execution of this Agreement, it will immediately commence action to retroactively implement the salary and EDA provisions of Articles 26, 27 and 28 of the contract. The Agency will request that the Defense Finance and Accounting Service provide each employee a written accounting of the retroactive salary and/or EDA stipends paid, as well as deductions and COLA.

C. Pursuant to the Back Pay Act, 5 U.S.C. 5596, the Agency agrees to compute interest on the amount owed each employee as described in paragraph II. B. above. The parties agree that employees will receive 50% of the amount of interest calculated. The period of interest accrual shall be from 13 August 2005 forward, ending on the 30th day prior to payment; however, in no case will the termination point for interest accrual extend beyond 31 December 2007.

D. The Agency further agrees to provide the Association President a short updated report on the processing of employee payments made pursuant to this Agreement every (45) days until all employees have been paid. At that point, a final written report will be sent to the Association President.

III.

ASSOCIATION COMMITMENTS

A. The Association agrees to accept the above-listed Agency commitments as full and complete resolution of the grievance filed in FMCS Case No. 060329-02827-8. This Agreement represents a total and complete resolution of all issues and damages, including attorney fees.

B. The Association agrees to withdraw Association Grievance No. 05-06-05 filed with the Agency on 30 September 2005.

C. As a material inducement for the Agency to enter into this Agreement, the Association hereby irrevocably and unconditionally releases, acquits, and forever discharges the Department of Defense, the Agency and their officers, employees and representatives collectively, whether acting in their official or personal capacities, from any and all charges, suits, complaints, claims, liabilities, obligations and promises arising from any aspect of this grievance with the Agency up to the effective date of this Agreement.

IV.

DISCLAIMER OF LIABILITY

By entering into this Settlement Agreement, the Agency does not admit that any action it has taken concerning the Association and/or the employees it represents violated the parties' collective bargaining agreement, or any other Federal statute or regulation.

V.

INDEPENDENT FORCE AND EFFECT OF THE TERMS OF THE AGREEMENT

Any provision of this Agreement declared or determined by court, administrative tribunal or Agency to be illegal or invalid will not affect the validity of the remaining provisions.

VI.

MISCELLANEOUS PROVISIONS

This Agreement shall be binding upon all DDESS Puerto Rico professional employees, their heirs, administrators, representatives, successors and assigns. This Agreement is also binding on the Agency, its officers, employees, and their successors in interest.

VII.

SIGNATURE BLOCK

The Association President acknowledges that he has read this Agreement, understands it and is voluntarily entering into it after full opportunity to consult with legal counsel of choice.

FOR THE AGENCY:

FOR THE ASSOCIATION:

DR. ELAINE BERAZA
Directory DDESS/DoDDS-Cuba

Nathan S. Collins for

NATHAN S. COLLINS
President
Antilles Consolidated Education
Association

Michael A. Gould

MICHAEL A. GOULD
Superintendent
DDESS Puerto Rico District

DATE

Oct. 19, 2007

DATE

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DR. ELAINE BERAZA
Directory DDESS/DoDDS-Cuba

FOR THE ASSOCIATION:

NATHAN S. COLLINS
President
Antilles Consolidated Education
Association

MICHAEL A. GOULD
Superintendent
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