

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

Department of Defense  
Domestic Dependent Elementary and  
Secondary  
Schools (DDESS)  
Fort Buchanan and Ramey Annex,  
Puerto Rico

and

Antilles Consolidated Educations  
Association

Case No. 16 FSIP 052

**DECISION AND ORDER**

The Antilles Consolidated Educations Association (Union) filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiations impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. §7119, over the successor collective bargaining agreement (CBA) between the Union and the Department of Defense, Domestic Dependent Elementary and Secondary Schools (DDESS or Agency). The Agency's Mission is to educate the dependents of U.S. military personnel and Federally-employed civilians stationed in Puerto Rico. DDESS operates schools in seven states, as well as Guam, and the sites in the current case, in Puerto Rico. In Puerto Rico, there are three schools at Fort Buchanan, kindergarten through grade 12: Antilles Elementary, Antilles Middle, and Antilles High School. There is also a school at the Ramey Coast Guard Base: Ramey Annex, kindergarten through grade 12. The Union represents the bargaining unit at these locations, consisting of approximately 270 professional employees who hold positions such as classroom teacher, guidance counselor, psychologist, education technologist, librarian, media specialist, nurse, and substitute teacher. The parties' last CBA expired on July 24, 2015.

The parties engaged in 4 week-long bargaining sessions in October, November, and December 2015 and February 2016, the last with the assistance of a federal mediator, but were unable to reach agreement on a successor CBA. On February 22, 2016, the Union requested the assistance of the Panel to resolve the outstanding issues. Following an investigation of the Union's request for assistance, on April 21, 2016, the Panel determined, in accordance with its regulations, 5 C.F.R. §2471.6 (a)(2), to assert jurisdiction over all unresolved issues<sup>1</sup> in the parties' CBA negotiations. In a letter from the Panel, dated April 25, 2016, the Panel directed the parties to resume bargaining with the assistance of a Private Facilitator/Factfinder of their choice, during the 90-day period following receipt of the Panel's procedural determination letter, with the Employer to pay 60 percent of his or her fees and related expenses. Should any unresolved issues remain unresolved at the end of the 90-day period, the Facilitator/Factfinder was to submit to the parties and the Panel, a written report with recommendations and supporting rationale on the disposition of the issues. In the event that the parties did not accept the recommendations for resolution, they were to notify the Panel, in writing, and identify the unresolved provisions no later than 15 days after receiving the Factfinder's report and recommendations. Thereafter, the Panel would take whatever action it deemed appropriate to resolve the issues.

The parties jointly selected Matthew Franckiewicz<sup>2</sup> as the Facilitator/Factfinder in this dispute. The Panel imposed a schedule for the parties and the Facilitator/Factfinder to attempt to resolve the issues voluntarily. Due to the complexity of the issues, the Facilitator/Factfinder requested an extension of time to issue his report. The Panel granted, for good cause, an extension for the submission of the Factfinder's report from August 23, 2016 to November 4, 2016, with time for the parties to submit their written acceptance or objection to the Factfinder's recommendation by November 23, 2016. The revised schedule was met by the Factfinder and by the parties.

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<sup>1</sup>At the time of the Panel's decision to assert jurisdiction over the outstanding issues, there were 29 provisions at impasse, within 14 articles and 4 appendices.

<sup>2</sup> During the negotiations of the prior CBA, in 2010, the parties reached impasse on a number of outstanding issues. In that case, the Panel imposed a similar order to seek the assistance of a Private Facilitator/Factfinder. Mr. Franckiewicz was selected by the parties to serve as the Facilitator/Factfinder.

The Factfinder met with representatives of the parties in San Juan, Puerto Rico during the weeks of July 11 and August 29, 2016. During the course of the sessions, the parties were able to reach tentative agreement with respect to most of the disputed issues. After presentation of oral evidence and data, the parties submitted briefs to the Factfinder in support of their respective positions on the remaining issues. Having met with the parties, hearing the parties' presentations and arguments directly, and taking into account the Factfinder's personal knowledge of the historical background of the status quo (2011 CBA), the Factfinder issued his Report and Recommendation on November 4, 2016. In his report, Mr. Franckiewicz issued recommendations for the resolution of numerous contract provisions and appendices. The parties submitted their responses on November 23, 2016.

The Union accepted the Factfinder's recommendations in its entirety. In its November 23, 2016 submission, the Agency rejected 15 contract provisions and 2 contract appendices recommended by the Factfinder:

- Article 19 - §1(a), §1(b), §1(e), §2(a), §3(b), and §3(d).
- Article 25 - Proposed new paragraph f.
- Article 26 - §1 and §4.
- Article 36 - §1 and §2.
- Appendix F
- Appendix G

On December 14, 2016, the Panel further considered the matter in dispute and determined that the remaining issues in the case concerning the parties' impasse over provisions for a successor CBA would be resolved through the issuance of an *Order to Show Cause*. The Panel ordered the parties to show cause as to why the Panel should not adopt the Factfinder's recommendations on those issues objected to by the Agency in its November 23, 2016 notice to the Panel of objection to the Factfinder's Recommendation. In response to the Panel's order, the Agency submitted its timely response on December 28, 2016. The Union submitted its timely response on December 30, 2016.

In cases of this nature, the Panel gives deference to a Factfinder who, as here, has met extensively with the parties, heard the parties' presentations and arguments directly, and has provided the Panel with a rational and supported recommendation. Where the objecting party is simply disagreeing with the Factfinder's conclusions on the merits we are least likely to

decline to adopt the recommendation. Especially in this case, the Panel has been influenced by the clarity of the Factfinder's rationale and his knowledge of the parties, their bargaining history and working conditions, and his familiarity with the negotiation of the 2011 CBA.

### ISSUES AT IMPASSE

In its November 23, 2016 submission, the Union accepted the Factfinder recommendations in its entirety.

In its November 23, 2016 submission, the Agency objected to the following:

- Article 19 - §1(a), §1(b), §1(e), §2(a), §3(b), and §3(d).
- Article 25 - Proposed new paragraph f.
- Article 26 - §1 and §4.
- Article 36 - §1 and §2.
- Appendix F
- Appendix G

The Agency objections, Union responses, Factfinder's recommendations and Panel Conclusions on these provisions are as follows.

#### I. Article 19 - Hours of Work and Scheduling - Negotiability

##### a. The Agency's Position

In the Agency's view, the Factfinder's recommendation to retain the current language in Article 19, §1 of the 2011 CBA, allowing employees to work an eighth hour away from the work site, cannot be adopted because it impairs the Agency's ability to schedule activities at a time it feels most appropriate. Citing FLRA case law, the Agency argues that the Authority has determined that the right of a Federal agency to assign work under 5 U.S.C. 7106 (a)(2)(B) includes the authority to determine when work assignments will occur. The Agency asserts that the current CBA language allows each employee to determine when work assignments will occur, and therefore, the current CBA language is not negotiable and should not be imposed by the Panel.

### b. The Union's Position

The Union argues that the Agency has incorrectly claimed that the existing contract language precludes it from assigning duties, pointing out that as the Factfinder found, under the existing contract language, the Agency is free to require teachers to perform any duty as scheduled by management. The Union notes Article 19, §3(d).

### c. Conclusion of the Panel

The Agency's objection to the Factfinder's recommendation on this issue raises the negotiability of the current CBA language in Article 19, §1(a) and §1(b), which the Factfinder has recommended be adopted. Specifically, the Agency contends that the language in §1(b), which provides that the employee may perform their 1-hour of preparation time at or away from the worksite at the employee's election, is not negotiable because that election inhibits the Agency's right to assign work during that 1-hour preparation time. The Agency contends that because the employee can exercise the option to be away from the worksite while performing preparation work, the Agency is unable to assign duties, such as meetings or collaboration work with other teachers, during that preparation time. However, §1(b) explicitly states that, "the Agency reserves the right to require that this 8<sup>th</sup> hour on a particular workday be accomplished at the school site for activities such as..." Therefore, in the Panel's view, because the current CBA language (agreed to by the Agency in 2011) protects the Agency's right to assign work, there is no colorable negotiability claim preventing the Panel from addressing the merits of the Agency's disagreements with the Factfinder's recommendations in Article 19.

## II. Article 19 - Hours of Work and Scheduling

### a. The Agency's Position

The Agency proposes that the 8<sup>th</sup> hour of the workday be completed either at the beginning of the workday or following the 7<sup>th</sup> hour of the workday, but in either event at the worksite. This is a change from the current language and practice, where full time bargaining unit employees can perform their additional hour of work (the preparation hour) in a location of their choosing, and at a time of their choosing.

b. The Union's Position

The Union maintains that the Agency is attempting to extend the workday from 7.5 hours (plus 1-hour of preparation time) to 8.5 hours (with no compensation for preparation time outside of that time). This is a change to the status quo that the Agency did not support with any data before the Factfinder.

c. Conclusion of the Panel

When presented with a bargaining impasse, the Panel looks to the party proposing a change from an existing negotiated agreement to show "demonstrated need"; that is, the party proposing to change the status quo must demonstrate a need for the change. Based upon the arguments and evidence before him, the Factfinder concluded that the Agency's proposal would change the number of hours for which teachers will be compensated by eliminating compensation for preparation time not performed at the work site within the limited window of 1 hour before the start of the workday or 1 hour at the end of the 7.5 hour workday. While the Agency acknowledges that preparation work may be performed by its employees outside of the window proposed, and that this preparation work would not be compensated under its proposal, it offers that this is consistent with the practices of public schools that border military installations. The Factfinder was unpersuaded that a change in the status quo was warranted and recommended preserving the existing contract provisions. Throughout his report, the Factfinder explained his reluctance to alter wage and hour portions of the 2011 CBA as arising from his view that, in that agreement, the parties significantly restructured these matters and the deal made then should not be altered unless, in his words, shown to be "flawed." The Panel concludes that no cause has been shown for rejecting his conclusions concerning these sections and consequently, the Panel will adopt the Factfinder's recommendation (i.e., maintain the status quo) and decline to adopt the Agency's proposed language for Article 19, §1(a), §1(b) and §3(d).

**III. Article 19 - Hours of Work and Scheduling - Preparation Time for Part Time Employees**

a. The Agency's Position

The Agency proposes that the Factfinder's recommendation not be adopted in favor of its proposal that part time employees

receive a prorated amount of preparation time and that the preparation time be performed on property (in line with its proposal for full time teachers discussed above).

b. The Union's Position

The Union argued before the Factfinder that the status quo be maintained but before the Panel it has stated its willingness to accept the modified language that the Factfinder recommended.

c. Conclusion of the Panel

As with the previous article in dispute, at issue in this dispute is a change to the hours of work that will be compensated. The Factfinder concluded that there is a less compelling case for the part time employee to perform their prorated preparation time work offsite. As such, the Factfinder recommended modified language for part time employees which would provide for preparation time, but that time must be spent on site. The Factfinder considered the Agency's arguments regarding the workday and found them unpersuasive, but accepted the Agency's argument regarding performing that preparation work on site. The Agency has provided no rationale for rejecting the Factfinder's recommendation (i.e., modification to the union's proposal) regarding the workday. Therefore, the Panel will adopt the Factfinder's recommendation regarding Article 19, §1(e).

**IV. Article 19 - Hours of Work and Scheduling - Calculation of Preparation Time**

a. The Agency's Position

The Agency asserts that the Factfinder made no recommendation concerning the calculation of preparation time for part time employees and therefore urges adoption of its proposed calculation, an approach that would make a change from the status quo.

b. The Union's Position

The Union accepts the Factfinder's recommendation.

c. Conclusion of the Panel

The Agency claims that the Factfinder made no recommendation regarding this matter and for that reason urges that its proposal be adopted. To the contrary, the Factfinder does address the proposed changes to this provision in his report on page 10, finding that neither party justified its proposal to change the status quo, therefore, recommending no change to Article 19, §2. The Panel adopts the Factfinder's recommendation (i.e., maintain the status quo) for Article 19, §2, the Agency not having shown cause to do otherwise.

**V. Article 19 - Hours of Work and Scheduling - Extension of Unpaid Lunch from 30-Minutes to 40-Minutes**

a. The Agency's Position

While the Agency provided notice in its submission on November 23, 2016 that it would be challenging the Factfinder's recommendation for Article 19, §3(b), the Agency presented no argument in its submission for rejecting the Factfinder's recommendation.

b. The Union's Position

The Union provided no argument regarding the Factfinder's recommendation to Article 19, §3(b).

c. Conclusion of the Panel

At issue in this dispute is the Union's proposal to increase the unpaid lunch break from 30-minutes to 40-minutes. The Factfinder rejected the Union's proposal. The Agency failed to demonstrate any rationale for disagreement with the Factfinder's recommendation. The Panel will adopt the Factfinder's recommendation (i.e., maintain status quo) for Article 19, §3(b).



**VI. Article 25 - Reimbursement for Re-certification Expenses and Appendix G - Acknowledgement of Conditions of Employment**

a. The Agency's Position

The Agency proposes retaining the status quo (i.e., the employee assumes the cost associated with maintaining one's teaching certification with the DOD).

b. The Union's Position

The Union points out that as a condition of employment, employees are required to maintain a valid DoDEA license. The requirement for maintaining such a license is to complete 6-semester hours of acceptable course work prior to the renewal due date, costing the employee approximately \$1000 to maintain the DOD certification every 6 years. The Union is seeking to have the Agency reimburse the employees for any out-of-pocket expenses associated with maintaining the DOD certification. The Factfinder rejected the Agency's argument that this burden is similar to other professions and is a cost assumed by employees in other professions.

c. Conclusion of the Panel

Under the governing directive, DoDEA Regulation 5000.9 "DoDEA Educator Licensure Program," dated June 25, 2003, as amended, DDESS teachers are required to obtain re-certification every 6 years, which is achieved by successfully completing a prescribed number of courses. The proposed CBA language in dispute addresses the reimbursement of the costs associated with obtaining that DDESS re-certification. The 2011 CBA provides for no reimbursement; the Union has sought to change the status quo. The Factfinder's decision to recommend this change was based on his conclusion that it was a "flaw" not to have these costs reimbursed because they are a direct result of an Agency requirement. The Factfinder considered and rejected the Agency's argument that the requirement for additional education is similar to other professions, where the employee is required to cover their own expenses. The Factfinder observed that in the professions offered by the Agency as comparators, the additional requirements are imposed by law, while for the DOD teachers, the requirement is imposed, not by law, but by the DOD. The Factfinder concluded that because the requirement is imposed by the DOD, the necessary expenses should be paid by the Agency, accepting the Union's argument that in the interest of fairness to the employees, there was a need to change the status

quo. The Agency presented no new arguments to the Panel in its response to the *Order to Show Cause*. The Panel finds no cause to reject the recommendation of the Factfinder, whose conclusions are clearly reasoned and supported by the record. The Panel will adopt the Factfinder's recommendation (adding a new paragraph f to Article 25; rejecting the Appendix G Modification).

## **VII. Article 26, §1, Pay and Benefits - Pay Scale**

### **a. The Agency's Position**

The Agency proposes that any adjustments in salary be consistent with the percentages under the GS system. This is a change from the status quo.

### **b. The Union's Position**

The Union proposed during negotiations that the employee salaries be at least equal to the highest salary scale in effect in the New York/Virginia/Puerto Rico district. In practical terms, that would equate to the rates paid to teachers in West Point, NY. This would result in significantly higher rates of pay. Before the Panel, the Union has chosen not to challenge the Factfinder's recommendation to reject its proposal and to retain the status quo.

### **c. Conclusion of the Panel**

This article addresses the pay scale (i.e., salary matrix) that will be used to calculate the base pay salary of the impacted bargaining unit employees in Puerto Rico. Under the 2011 CBA, the salary level was aligned with the "rest of the US" benchmark, with some of the current employees getting "saved pay." The Factfinder, after hearing each of the parties' arguments to change the pay scale, and considering their supporting data, recommended continuation of the approach adopted in 2011 to use the "rest of the US" as the benchmark for setting base salary for teachers in Puerto Rico. The Panel finds the Factfinder's approach persuasive. In its submission, the Agency provided no additional arguments that overcome our predisposition to accept the Factfinder's recommendation; no additional information was offered to demonstrate the need to change the status quo established by the 2011 CBA. The Panel will adopt the Factfinder's recommendation (i.e., maintain the

status quo) regarding Article 26, §1 - "rest of the US" benchmark.

### VIII. Article 26, §2 Pay and Benefits - Retroactivity of Pay

#### a. The Agency's Position

The Agency argues in its submission that the Factfinder and the Panel are limited to making a decision that impacts employees under the contract going forward, not retroactively. The Agency argues that by ruling in favor of a retroactive payment, the Factfinder in effect is rewriting Article 36, §2 in the current 2011 CBA; the Factfinder and the Panel cannot go back and rewrite the predecessor CBA.

#### b. The Union's Position

The Union would defer to the Factfinder's interpretation of Article 36, §2 because this same Factfinder recommended the language for its inclusion into the 2011 CBA, which was adopted by both the parties in 2011. Additionally, the Union argues that retroactive pay is a mandatory subject of bargaining.

#### c. Conclusion of the Panel

Having determined to retain the pay scale contained in the 2011 CBA, the Factfinder recommended that any increases due to employees beyond what was granted by the Agency after the expiration of the last contract (July 24, 2015) should be retroactive to the 2015-2016 school year.

The Factfinder noted that the delay in reaching agreement on a new CBA would unfairly harm the employees if the pay increase were not applied retroactively.<sup>3</sup> The Agency raised a legal argument regarding the Factfinder's authority to recommend and the Panel to impose a retroactive award. Relying on Article 36, Section 2 of the current CBA, the Agency argues that this language prohibits future orders of retroactive pay. The Factfinder and the Panel reject the Agency's argument. The terms of the predecessor agreement expired on July 24, 2015. The Factfinder has recommended salary considerations to begin effective the start of the 2015 -2016 school year, which is after the expiration of the predecessor CBA term. The

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<sup>3</sup>The Factfinder elsewhere made a recommendation regarding future CBA bargaining as a means to address protracted bargaining by these parties. That recommendation will be addressed in a later section of this decision.

Factfinder has made a recommendation under the authority vested in him by the parties and the Panel to address conditions under the new CBA. The Panel will adopt the Factfinder's recommendations regarding retroactivity of pay increases under Article 26.

## **IX. Article 26 - Pay Lane Adjustments**

### **a. The Agency's Position**

The Agency is seeking language that would alter the 2011 CBA, limiting pay lane adjustments to employees who complete course work or are awarded an advanced degree in the employee's certified field(s) and/or general education.

### **b. The Union's Position**

The Union argues that the Agency's proposal would harm employees who are currently engaging in course work who, under the status quo language, would have been given credit for that work, but may lose that benefit in the new CBA if the Agency's proposal is adopted.

### **c. Conclusion of the Panel**

At issue in this dispute is the acknowledgement of certain course work for consideration for pay lane adjustment. The Factfinder recommended no change to Article 26, §4, other than that tentatively agreed upon by the parties. The Panel remains mindful of the Factfinder's unique perspective about the wage and hours structure created by the 2011 CBA. Though the Agency argues to the Panel the error of rewarding employees for coursework of no benefit to the school or students, we fail to see anything in its presentation here or in the Factfinder's report describing actual evidence of problems during the four years during which this language has been in effect. Given the absence of a demonstration of need for changing the status quo, the Panel adopts the Factfinder's recommendation regarding Article 26, §4 (i.e., status quo, other than the tentatively agreed upon language).

## X. Article 36 - Duration and Initiating Bargaining

### a. The Agency's Position

The Agency opposes the Factfinder's recommendation concerning the contract term, urging adoption of its proposal for a 5-year term, arguing the need for stability and the ability to redirect resources. The Agency also objects to the procedural steps prescribed by the Factfinder concerning when the parties will meet and exchange proposals after either party provides notice of its intent to reopen the agreement, finding them to be impractical and unreasonable.

### b. The Union's Position

The Union proposed a 3-year term, arguing a sooner opportunity to correct any concerns experienced under the new CBA, but does not oppose adoption of the Factfinder's recommendation on either the term or the procedures for initiating bargaining.

### c. Conclusion of the Panel

The contested Factfinder's recommendations concern the length of the term for the new CBA, and procedures for initiating bargaining. The Factfinder recommended neither party's proposal but offered language for Article 36, §1 fashioned to address what he understood to be the interests put forward by each side and his concern about the protracted bargaining of these parties. His recommendation provides for a 5-year term, with the exception of pay, which can be reopened after 3 years. The Factfinder also recommended a modification to §2, recommending that the parties meet 30 days after notice to reopen, and exchange their first set of proposals 7 days after the meeting. The Factfinder's reasoning was that by extending the notice period, mandating the first meeting and the timing of exchanging proposals, he believed the parties will have a better chance of reaching the goal of concluding the negotiation for a new CBA prior to the expiration of the current CBA.

The Agency disagrees with the Factfinder's recommendation that the contract provide for a reopener after 3 years on pay issues. The Agency offers little in the way of a compelling argument, except to reassert that economic uncertainty is addressed with locality pay and COLA. The Agency provided alternative reopener language that would link a reopener to an over 6% increase in consumer prices in Puerto Rico. The Factfinder considered the Agency's arguments, and its alternative, and was not persuaded.

With regard to the procedures, the Agency objects that securing approval for travel within 30 days would be very difficult and that the exchange of proposals so quickly, prior to negotiating ground rules, would be a challenge.

The Panel agrees with the Factfinder's observation that protracted bargaining in the federal sector is not in the interest of the government, the taxpayers, or the covered bargaining unit employees, particularly when wages are a subject of the negotiations. We see a carefully crafted effort on his part to balance all of these interests. This Factfinder has been a part of the bargaining process with these parties for the last two CBAs and, based upon that knowledge and experience, has determined that the bargaining history of these parties has demonstrated the need to change the status quo with regards to the bargaining process and its resulting bargaining timing. By imposing specific timeframes for meeting and beginning the bargaining, all of which can be achieved with planning, forethought and resolve, the Panel agrees with the Factfinder that these parties can achieve the goal of having a new CBA ready to implement upon the expiration of the current CBA.

The Panel will adopt the Factfinder's recommendation for Article 36, §1 and §2 (i.e., 5-year term, with the exception of pay, which can be reopened after 3 years with specific notice and meeting requirements).

## **XI. Appendix F**

### **a. The Agency's Position**

While the Agency provided notice in its submission on November 23, 2016 that they would be challenging the Factfinder's recommendation Appendix F, the Agency presented no argument for rejecting the Factfinder's recommendation.

### **b. The Union's Position**

The Union provided no argument regarding the Factfinder's recommendation to Appendix F.

### **c. Conclusion of the Panel**

Consistent with the Factfinder's recommendation to adopt the "rest of the U.S." salary standard, the Factfinder recommended that this Appendix F be updated accordingly. The Agency failed

to demonstrate any rationale for disagreement with the Factfinder's recommendation. The Panel will adopt the Factfinder's recommendation (i.e., update the salary standard) for Appendix F.

### ORDER

Pursuant to the authority vested in it by the Federal Service Labor-Management Relations Statute, 5 U.S.C. 7119, and because of the failure of the parties to resolve their dispute during the course of proceedings instituted under the Panel's regulations, 5 C.F.R. 2471.6 (a)(2), the Federal Service Impasses Panel, under 5 C.F.R. 2471.11 (a) of its regulations, orders the following:

I. Article 19 - Hours of Work and Scheduling - Negotiability

The Panel has determined that there is no colorable claim of negotiability.

II. Article 19 - Hours of Work and Scheduling

Impose the Factfinder's recommendation (i.e., maintain status quo) and will decline to adopt the Agency's proposed language for Article 19, §1(a), §1(b) and §3(d).

III. Article 19 - Hours of Work and Scheduling - Preparation Time for Part Time Employees

Impose the Factfinder's recommendation for Article 19, §1(e).

IV. Article 19 - Hours of Work and Scheduling - Calculation of Preparation Time

Impose the Factfinder's recommendation (i.e., maintain the status quo) for Article 19, §2.

V. Article 19 - Hours of Work and Scheduling - Extension of Unpaid Lunch from 30-Minutes to 40-Minutes

Impose the Factfinder's recommendation (i.e., maintain the status quo) for Article 19, §3(b).

VI. Article 25 - Reimbursement for Re-certification Expenses and Appendix G - Acknowledgement of Conditions of Employment

Impose the Factfinder's recommendation (adding a new paragraph f to Article 25; rejecting the Appendix G Modification).

VII. Article 26, §1 Pay and Benefits - Pay Scale

Impose the Factfinder's recommendation (i.e., maintain the status quo) regarding Article 26, §1 - "rest of the US" benchmark.

VIII. Article 26, §2 Pay and Benefits - Retroactivity of Pay

Impose the Factfinder's recommendations regarding retroactivity of pay increases under Article 26.

IX. Article 26 - Pay Lane Adjustments

Impose the Factfinder's recommendation regarding Article 26, §4 (i.e., status quo, other than the tentatively agreed upon language).

X. Article 36 - Duration

Impose the Factfinder's recommendation regarding Article 36, §1 (i.e., 5-year term, with the exception of pay, which can be reopened after 3 years).

Impose the Factfinders recommendation for Article 36, §2 (i.e., 5-year term, with 3-year opener for Pay, with specific notice and meeting requirements).

XI. Appendix F

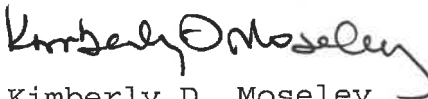
Impose the Factfinder's recommendation (i.e., update the salary standard) for Appendix F.



In addition to the above orders, the parties are ordered to:

- Adopt the Factfinder's recommendation that all of the tentative agreements reached be put into the new CBA.
- Adopted the Factfinder's recommendations that were not challenged by the parties.

By direction of the Panel.

  
Kimberly D. Moseley  
Executive Director

January 25, 2017  
Washington, D.C.