

PARTIAL SETTLEMENT AGREEMENT

The following constitutes a partial settlement agreement (“this Agreement”) between the Department of Education (“Agency”) and the American Federation of Government Employees, AFL-CIO (“AFGE” or “Union”), together “the “Parties,” regarding the governing contract language for the matters reflected below and in partial resolution of the allegations in case number WA-CA-18-0173.

1. In addition to the matters reflected in this Agreement, the Parties will continue to meet in good faith to come to settlement/agreement on all articles that remain open as of the effective date of this Agreement with the goal of having a complete interim agreement.
2. The effective date of this Agreement is the date upon which this Agreement has been signed by all Parties identified below. A faxed or electronic signature shall be valid as original. The terms of this Agreement will remain in effect until a future term agreement is effectuated between the Parties.
3. A notation of “2013 Agreement” refers to the language contained in the collective bargaining agreement between the Department of Education and the National Council of Department of Education Locals, AFGE Council 252 that expired in December 2017. A notation of “PPD” refers to the Past Practices Document the Agency issued in December 2017.
4. The Parties agree all references to “Council President” in the articles of this Agreement will be replaced by “Local President”.
5. Articles Covered by this Agreement:
 - a) Article 14: The Parties agree to reinstate the PPD language in Article 14 Union Representatives and Official Time effective upon execution of this Agreement. The Parties further agree that LP Sheria Smith shall receive the 100% official time of the Council President; Chief Steward Brittany Coleman shall receive the 100% official time of the National Shop Steward.
 - i. There will be 2,087 hours (one FTE) placed in a bank of time so that the official time hours may be designated/assigned by the union. The union will notify the Agency on how it will distribute the hours and the union could modify that designation and/or redistribute the hours at its discretion. The union will notify the Agency of any changes (e.g., a change in representatives or from assigned days to hours used on ad hoc basis) made after the initial assignments within five (5) workdays of the change.
 - ii. The union’s initial notification of the distribution of this bank time is as follows: EVP Edward James, two (2) days per week official time; EVP Diane Riddick, two (2) days official time per week; and Secretary Jacob Griffith one (1) day official time per week. If a change in representational staff occurs, the Union will provide the Agency updated documentation regarding distribution and it will be recognized by the Agency from the date of receipt. Official time will be provided as identified per the representative’s normal work hours. It is understood that the bank will be exhausted at 2087 hours.

- iii. The Parties' agreement to the bank of hours is non-precedential. The Agency waives any right to claim in any subsequent bargaining or other proceeding that the union's agreement to the bank in this situation constitutes a precedent. The Parties will not claim at any future bargaining session or to a third party as part of any proceeding that the official time provisions in this Agreement regarding a bank of official time is precedential in any future bargaining or proceeding.
- b) Article 8: The Parties agree to be bound by Article 8 Labor-Management Negotiating Procedures of the PPD effective upon execution of this Agreement.
- c) Article 16: The Parties agree to be bound by Article 16 Voluntary Allotment for Payment of Union Dues of the 2013 Agreement effective upon execution of this Agreement.
- d) Article 23: The Parties agree to be bound by Article 23 Performance Appraisals of the 2013 Agreement effective upon the beginning of the FY22 performance cycle. No performance related actions will be taken by the Agency prior to the close of the FY21 performance cycle.
- e) Article 41: The Parties agree to be bound by Article 41 Actions for Misconduct or Unacceptable Performance of the PPD effective fifteen (15) business days after execution of this Agreement.
- f) Article 42:
 - i. The Parties agree to be bound by Article 42 Grievance Procedure of the 2013 Agreement, except that the Parties agree to delete Section 42.10.
 - ii. The Parties further agree that Section 42.11 will be amended to read as follows:
 - (1) "A. A grievance involving the interpretation and/or application of this Agreement or personnel policies or practices which affect a number of bargaining unit employees in more than one Department installation constitutes a National Grievance. A National Grievance is also defined as a grievance involving the interpretation and/or application of this Agreement or personnel policies or practices affecting a condition of employment of more than one (1) bargaining unit employee reporting to more than one (1) supervisor in a single local Department installation."
 - (2) "B. The Council President or Director of Workforce Relations [or designee], shall, within the timeframe provided in Section 42.08(A), transmit the grievance in writing to either the Director of Workforce Relations, or Council President, as appropriate. Having, if it is a Union grievance involving employees in a single Principal Office, the grievance shall be transmitted by the Union to the Assistant Secretary, or equivalent, having authority over the employees."
 - iii. The other remaining sections of 42.11 would remain in the section but would be renumbered accordingly.
- g) Article 43: The Parties agree to be bound by Article 43 Arbitration of the 2013 Agreement effective immediately.

6. In addition to the above-mentioned articles, the Parties have also reached agreement on, and will implement upon the execution of this Agreement, the following four (4) articles:
 - a) Article 1: Recognition, from the 2013 Agreement
 - b) Article 2: Purpose, from the 2013 Agreement
 - c) Article 6: Employee Rights and Responsibilities, from the 2013 Agreement
 - d) Parties agree to that there will not be an Article 9: Mid-term negotiations at the local level in any governing or interim agreement.
7. The Parties Further agree as follows:
 - a. The time limits in this Agreement may only be extended by mutual agreement of the Parties.
 - b. This Agreement does not constitute an admission of guilt, fault or wrongdoing by either Party.
 - c. This Agreement constitutes a joint effort by the Parties and should not be construed against either Party.
 - d. The Parties agree to fulfill their obligations under this Agreement in good faith.
 - e. The obligations of the Parties specified in this Agreement constitute consideration sufficient to render this Agreement enforceable by either Party.

For AFGE



Date: 9/20/21

For the Department of Education



Date: 9/20/21