

Article 17 – Faculty Personnel System

Section 1. Applicability.

A. This Article covers all professional employees as identified in Article 1 Section 1A. who are members of the Faculty Personnel System (FPS). These employees have assigned ranks. Except as specified in DLIFLC Reg. 690-1, Faculty Personnel System, all laws, rules, regulations, and procedures applicable to Excepted Service General Schedule employees under Title 5 U.S.C. apply to Title 10 FPS faculty members. Whenever language in the Agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains sole discretion to assign work and to determine which individuals will perform those duties.

B. Any and all procedures developed to administer the FPS must be consistent with and support the principle and guidance outlined within DLIFLC Reg. 690-1. Changes to that regulation, other than editorial, are to be the subject of consultation with the Union.

Section 2. Representation. In accordance with Article 3, Union Rights, and Article 35, Mid-Term Negotiations, the Union has exclusive representation rights for professional employees (FPS). In accordance with Article 3, Union Rights, and Article 35, Mid-Term Negotiations, the Union has the right to meet quarterly with the Commandant to discuss any and all matters, including those related to the FPS.

Section 3. Charter Members. These are the initial members of the FPS who converted from the GS pay system to that of the FPS. This group is closed and no new members have been added to this group since January 1997. The following shall pertain to Charter Members within the FPS:

A. Normally, Charter Members shall not lose that designation except if any member shall resign or accept a non-FPS position.

B. Charter Members shall not be financially disadvantaged in their pay from the amount they would have received if they had continued as GS employees.

C. If a Charter Member is terminated through no fault of his or her own, and is subsequently reemployed within the FPS, then they shall retain their Charter Member designation.

D. Reemployment shall be according to the procedures within 5 U.S.C.

Section 4. Faculty Rank Structure.

A. Duty descriptions and functional titles are assigned to FPS members, independent of ranks, as needed to better describe their specific work activities. These duty

descriptions and functional titles have no effect on rank, salary, or any other operational aspect of the FPS.

B. The assignment of managerial and/or administrative responsibilities does not affect the rank of FPS members.

C. Assignment of duties within the FPS may be made non-competitively.

Section 5. Rank Advancement.

A. The FPS has two systems for rank advancement; one system is for the Instructor and Assistant Professor ranks, which is administrative, and one system is for the Associate Professor and Professor ranks, which is competitive. Each system has its own requirements for rank advancement which are determined by work experience, professional development, education or comparable scholastic achievements, performance, contributions, and the availability of allocations within each rank.

B. An FPS member may compete for the next higher rank after having served three years in his or her current rank. However, an FPS member cannot be administratively advanced in rank without completing at least one year in the next lower rank.

C. The Employer will publish a rank advancement target schedule for a three-year period. This schedule will be published annually by 1 March.

D. Because all Professor ranks are awarded competitively, the Rank Advancement Board reviews all applications and assigns ratings to all considered for advancement based on selection criteria for that rank. The Board may consist of both an Employer and a designated Union representative, if all members are at the equivalent rank or higher. Management and Union will mutually agree on the representative.

Section 6. Performance Evaluation.

A. FPS performance evaluation will be conducted in accordance with DLIFLC Regulation 690-1.

B. The Union shall be notified prior to any changes in standardized job objectives. These changes may be negotiated via the process outlined in Article 35, Mid-Term Negotiations.

Section 7. Professional Education Recognition Status.

A. FPS members are normally hired as term employees and given the academic status of Tenure Track. The Tenure Track status remains in effect through the term appointment.

B. The Employer will designate a percentage of tenure employees as an institutional

target. Tenure in this case is defined by Title 5 U.S.C. Competition dates for tenure will be identified by the Employer. The Employer will publish a tenure target schedule for a three-year period.

C. The Union may request the current tenure percentage from the Employer as needed.

Section 8. Termination of Employment.

A. Reduction in Force (RIF). A change in mission, workload, or organization; lack of funds; or other similar and compelling reasons may require a RIF. Based on the reason(s) for the RIF, management determines the number of employees to be separated and the areas impacted. The RIF process shall be subject to Article 30, Reduction in Force, of this negotiated agreement.

B. Separation for Cause.—Chapters 43 and 75 of Title 5 of the United States Code and Parts 432 and 752 of Title 5 of the Code of Federal Regulations, and the negotiated agreement remain applicable to FPS employees. FPS employees have the same protections and are subject to the same procedures that are applicable to Excepted Service GS employees in connection with performance actions and disciplinary actions.

C. Reappointment and Extensions of Appointment for Adjunct and Tenure Track Employees.

1. Failure to be reappointed or extended is not considered “separation for cause” and is not an adverse action. The SF50 will identify the separation as a termination.

2. When a reappointment is not granted, reasonable efforts will be made to provide advance written notice to the affected faculty member. In any event management shall provide at least ten working days notice to the affected employee.

D. Grievances and Appeals. Provisions of Article 33, Grievances, and Article 23, Equal Employment Opportunity, apply to FPS employees in all cases.

Section 9. Merit Pay.

A. FPS employees’ salaries are adjusted in accordance with Title 10 procedures and DLIFLC Regulation 690-1. Merit Pay increases are determined by a step system based upon the employee’s performance rating and/or Merit Pay Panels.

B. Each employee documents and signs an evaluation support form regarding the quality of his/her performance through input to the annual performance appraisal.

C. Merit Pay is awarded based on a step system as detailed in DLIFLC Regulation 690-1.

D. Merit Pay Panel. The Merit Pay Panel will be convened for DLIFLC. At least one member of the board will hold a nonsupervisory position. The Union will furnish an observer for each panel that is convened for bargaining unit employees. The Employer will notify the Union prior to the convening of any panel as soon as practicable but in no event less than two (2) weeks in advance. Observers will be required to adhere to the same rules of the panel members and sign a non-disclosure agreement.

E. The Panel can review performance appraisals, employee input, brief statements of additional accomplishments, or other documents as determined by management. Employees will be apprised of any and all documents that will be relied upon by the panel. After reviewing each package and assessing each FPS member's performance, the Panel rank orders the members and allocates step increases. The Pay Panel may award one or two step increases or the equivalent value. The Pay Panel awards points based on their assessment of the member's relative contribution to the overall DLIFLC mission.

F. Merit pay incentives are subject to funding availability. Funding sources for the merit pay pool include Employment Cost Index increases, locality pay increases, longevity increases, promotions, Quality Step Increase allocations, and performance award allocations. The pool may also include budgeted or non-budgeted funds made available for that purpose by the DLIFLC Commandant.

Section 10. Appeal Board. Rank advancement, and tenure decisions may be appealed. The Employer will establish an appeal process for rank advancement and tenure in conjunction with each announcement. Merit pay or performance awards may not be appealed. The Appeals Board decision is final. The appellant may be represented by AFGE Local 1263.

Section 11. Visa Holders. The Employer will assist visa holders with post-termination guidance regarding legal status. These visa holders will be provided a minimum of three days administrative leave to allow them to seek an appropriate visa.

Section 12. Accreditation. The Employer and the Union affirm their commitment to keeping the Defense Language Institute Foreign Language Center as an accredited two-year institution. So as to carry out its commitment and responsibility to accreditation, the Union may send members to the accreditation committee as it meets. Not later than two weeks prior to such meeting, the Union will be notified in writing as to the time and place of meetings. The union will be fully involved in the accreditation process.

Section 13. Compensation of FPS Union Officials.

A. Should an FPS member serve in any capacity as a Union official, then such service should not negatively affect their pay nor their annual increase. Contributions shall be evaluated solely on the basis of academic contributions to DLIFLC.

B. If an FPS member is elected or appointed to a Union position with 100% official

time, the following procedures shall be used to compute annual pay raises. The employee will receive one performance step increase upon first taking office and at the start of the next term thereafter during the merit pay payout timeline (one step increase every three years while in that position).

Section 14. Excused Absence - Foreign Country Travel. It is mutually agreed that periodic visits to foreign areas related to the language and culture they teach may enhance the professional capabilities and classroom performance of DLIFLC faculty members. Accordingly, such visits are encouraged by the Parties. In view of the potential benefits that may flow to the Employer by merit of such visits, a limited amount of excused absence may be retroactively authorized by management commensurate with actual benefits gained by the Employer, in conjunction with annual leave taken by the employee. Excused absence for this purpose will be limited to one trip each calendar year. Priority consideration will be given to interested employees who have not previously exercised this option. The following procedures will be used by employees desiring consideration for excused absence in connection with foreign country travel:

A. Early in the leave year and at least 45 days in advance, employees will submit their request for excused absence for foreign country travel through supervisory channels to the appropriate approving official. The request will be accompanied by proposed objectives to be accomplished during the travel with a statement of benefits that would accrue to DLIFLC. The proposal will be prepared in coordination with the department chairpersons.

B. Tentative approval will normally be granted, if all levels of supervision are in concurrence, the employee can be spared, DLIFLC will clearly be benefited, and the request does not exceed 40 hours in any calendar year. Requests exceeding 40 hours will be considered on a case-by-case basis.

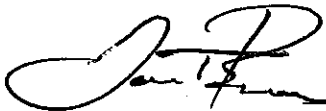
C. Within one week of the employee's return, a trip report will be prepared and submitted through channels to the Dean along with a copy of the tentative approval. The trip report will detail how and to what extent the originally established objectives were met and the amount of time spent on achieving the objectives. As soon as practicable, the employee will be informed of the amount of excused absence (if any) that will be authorized on a retroactive basis. It is understood that grants of such excused absence are discretionary with the Employer.

D. Excused Absence granted under this Section, if any, shall comply with all provisions and requirements of the Administrative Leave Act of 2016 (ALA) as adopted in the National Defense Authorization Act (NDAA) for Fiscal Year 2017, as well as any future amendments to these Acts.

IN WITNESS WHEREOF, the parties hereto, by their designated representatives have executed this Agreement on 5 July 2017.



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