

# Collective Bargaining Agreement

between

The State of Delaware, Department of Services for Children, Youth and Their Families, Division of Youth Rehabilitation Services, hereinafter referred to as the "State"; and the Delaware Public Employee Council 81 of the American Federation of State, County and Municipal Employees affiliated with the AFL-CIO acting for itself and Local 3384 Delaware Youth Rehabilitation Employees, hereinafter referred to as the "Union."

## Article 1 - Purpose

1.1 It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the State and employees covered herein.

1.2 To facilitate the efficient administration of this Agreement, it is understood that whenever a Union or Management official is specified herein, a designee may be substituted.

## Article 2 - Union Recognition

2.1 The State recognizes the Union as the exclusive representative for all employees covered by this Agreement for collective bargaining purposes.

2.2 The term "employee" as used herein shall include employees of the Division of Youth Rehabilitation Services, State of Delaware, classified as follows:

- Youth Rehabilitation Counselor Supervisor
- Youth Rehabilitation Treatment Supervisor
- Youth Rehabilitation Treatment Specialist
- Family Service Specialist
- Master Family Service Specialist
- Senior Family Service Specialist
- Family Services Supervisor (who were formerly Residential Unit Managers)\*
- Family Service Program Support Administrator (3 Contract Managers)\*
- Recreation Program Specialist
- Recreation Program Leader I
- Recreation Program Leader II

- Administrative Assistant II\*
- Trainer/Educator III
- Family Crisis Therapist
- Probation and Parole Officer
- Senior Probation and Parole Officer

\* When the incumbents vacate their positions these classifications will no longer be a part of the bargaining unit.

### **Article 3 - Union Dues Deduction and Security**

3.1 All employees in the bargaining unit for more than 30 days who are not, who do not become or do not remain Union members shall, as a condition of employment, pay to the Union a service fee no greater than the dues uniformly required of its members.

3.2 The State agrees to deduct the designated periodic membership dues (or service fee) uniformly from the earned wages for those employees required to pay such dues (or fee) in equal amounts each pay period. Such deductions will be made upon the completion of an authorization card signed by the employee.

3.3 Union dues and service fee deductions shall be remitted by the State Payroll Office.

3.4 The terms “dues” and “fee” shall not include any fine, assessment, contribution, or other form of payment required from members of the Union.

3.5 Dues or fee deductions for employees returning from leaves of absence will be reinstated immediately.

3.6 The Union shall indemnify and shall hold the State harmless against any and all claims, demands, suits and other forms of liability that arise out of or involve any action taken or not taken by the State to comply with any of the provisions of this Article.

3.7 An Accredited representatives from AFSCME, Local 3384 shall be permitted to present information regarding the Union to new employees for 1/2 hour during the initial orientation training.

### **Article 4 - Management Rights**

4.1 Except where modified by the specific terms of this Agreement, the management of the Division and its employees, including but not limited to the right to plan, direct and control all Department operations; to determine the method and means by which such operations shall be conducted; to establish standards of service; to schedule and assign work; to maintain the efficiency and certification of its employees; to determine the number of employees to be employed or retained; to determine the necessity for overtime and the amount of overtime required; to allocate resources according to the

needs of the Department; to require employees to observe rules and regulations; to hire, transfer, promote, layoff, or relieve employees from duties; to maintain order; and to suspend, demote, discipline and discharge employees for just cause, are the exclusive prerogatives of the State.

### **Article 5 - Union Representation and Stewards**

5.1 The State recognizes and shall deal with the President and all of the accredited Executive Board Officers and Union Stewards in all matters relating to the application and interpretation of this agreement, including grievances.

5.2 The State further recognizes the right of the Union to designate one steward from and for each of the following work facilities:

- Stevenson House
- New Castle Detention Center
- Ferris School - Secure Care Program
- Elwyn Institute
- Cleave White Building
- Georgetown State Service Center
- Milford State Service Center
- Dover Probation Office in the Barrett Building

5.3 A written list of Executive Board Officers and a list of Union Stewards outlining the area to be represented by each Steward shall be furnished to the State immediately after their designation. Further, the Union shall notify the State promptly of any changes of such Executive Board Officers and Union Stewards.

5.4 Upon prior notice to the immediate supervisor, the President of the Union and/or Stewards may leave their places of work without loss of pay with the understanding that the time will be devoted to investigate grievances and attend grievance hearings. The investigation of grievances shall be done with minimal disruption to the workplace and requests to leave the workplace shall not be unreasonably denied.

5.41 The Union Negotiating Committee may leave their places of work without loss of pay to attend negotiations. The employees shall give their supervisors advance notice of scheduled negotiations.

5.5 There shall be one Steward per employee/class grievance or formal contact relating to the grievance.

5.6 Employees whose attendance is required by the grievance procedure may attend such hearings during their regularly scheduled working hours without loss of compensation. Requests for approval by the Union for attendance of such employees at grievance hearings shall be made to the Superintendent or Administrative Manager.

#### **Article 6 - Non-Discrimination**

6.1 The State shall not interfere with or discriminate against employees in matters of employment because of membership in or legitimate activity permitted by this Agreement, nor shall the State discourage membership in the Union or encourage membership in any other union.

6.2 The parties agree that there shall be no discrimination against any employee on the basis of race, color, creed, national origin, marital status, age, sex or political affiliation in the application of the provisions of this Agreement.

6.3 The Union agrees to represent employees by admitting persons into membership without discrimination on the basis of race, color, creed, national origin, marital status, age, sex or political affiliation; further, the Union recognizes its responsibility of noninterference, to not restrain or coerce Division employees in the performance of their duty.

#### **Article 7 - Grievance Procedure**

7.1 A grievance is defined as a dispute limited to the application or interpretation of this Agreement, except those complaints which allege a violation of the State Merit Rules may be processed under this procedure through Step 3.

7.2 Time limits set forth herein may be extended, in writing, by agreement of the parties. If no extension is requested by the Union, the grievance will be considered settled on the basis of the State's position. If the State fails to request an extension of time, the grievance may be processed at the next level of the procedure.

7.3 Employees and their immediate supervisor are encouraged to discuss disagreements that may arise under this Agreement, and seek and agree upon remedies consistent with the terms set forth in the Agreement. Where this cannot be achieved to the satisfaction of an employee, recourse shall be through the grievance procedure commencing at Step 1 other than appeals of dismissals or suspensions, or for class grievances, all of which shall be filed initially at Step 2.

#### **7.4 Step One - Facility Superintendent or Program Administrator**

No later than 10 working days after an event or 10 working days after the employee should have been reasonably aware of an event which leads to a complaint or dispute, the complaint shall be reduced to writing and submitted to the appropriate Superintendent/Administrator.

Within 5 working days following receipt of the written grievance, the Superintendent/Administrator shall give written response to the grievance. During the 5 day period preceding the written response,

the employee, who may be accompanied by the Steward, or the Superintendent/Administrator may initiate a meeting to discuss the grievance.

#### **7.5 Step Two - Director, Division of Youth Rehabilitative Services**

If the decision of the Superintendent/Administrator is unsatisfactory, the employee may appeal the grievance to the Director, Division of Youth Rehabilitative Services within 5 working days after the Step 1 decision has been submitted. All such appeals shall be made in writing.

The Director shall, within 10 working days, meet with the employee, who may be accompanied by the Steward and President, and shall issue a decision in writing within 10 working days after the meeting.

#### **7.6 Step Three - Secretary, Department of Services for Children, Youth and their Families**

7.61 If the decision of the Director is unsatisfactory, the employee may, within 5 working days after the decision has been submitted, appeal the grievance in writing to the Secretary. The Secretary shall hold a meeting with the employee within 10 working days and shall give a decision in writing within 10 working days following the meeting referred to herein.

7.62 The Step 3 meeting shall be attended by the aggrieved employee, who may be accompanied by the President of the Union, the Steward (or their designee who shall be members of the aggrieved employee's bargaining unit) and by a representative of Council 81. The Secretary may be accompanied by other State representatives.

#### **7.7 Step Four - Pre-Arbitration**

If the grievance is still not resolved, it may be appealed to the State Deputy Director for Employee Relations (hereinafter, "Deputy Director"). Such appeal shall be made in writing within fifteen (15) working days of the Step 3 response and a meeting shall be scheduled with the Union within ten (10) working days. If the grievance is not resolved at that meeting, the Union may request arbitration if the grievance involves a provision of the Agreement.

#### **7.8 Arbitration**

7.81 Notice of any appeal to Arbitration shall be filed with the Deputy Director within 30 calendar days following the Step 4 meeting.

7.82 The Arbitrator shall be selected by agreement between the Deputy Director and the Union within 15 calendar days. In the event the parties cannot agree within the 15 day period, the Arbitrator shall be selected under the Voluntary Arbitration Rules of the American Arbitration Association.

7.83 The decision of the arbitrator shall be final and binding on the parties and the Arbitrator shall be required to issue the decision within 30 days after the close of hearing.

7.84 The arbitration award shall be in writing and shall set forth the Arbitrator's opinion and conclusions on the issue(s) submitted.

7.85 The Arbitrator shall limit decisions strictly to the application and interpretation of the provisions of this Agreement.

7.86 The Arbitrator shall be without power to make any decision contrary to or inconsistent with, or modify or vary in any way, the terms of this Agreement.

7.87 The fee for the Arbitrator's service and expenses, the American Arbitration Association, and the cost of the proceedings shall be shared equally by the State and the Union. If either party desires a verbatim record of the proceeding, it shall pay for the record. If the other party desires a copy, the costs shall be shared equally.

7.88 The State shall permit all persons pertinent to the grievance to be given time off from duty, without loss of pay, to appear at the hearing. Any employee attending such hearings or conference outside of regularly scheduled working hours shall not be eligible for compensation for attendance at such hearings.

#### **7.9 Alternative Step**

If the grievance involves a subject governed by the Merit Rules and is appealed, it shall be appealed to the State Personnel Director and then the State Merit Employees Relations Board. Time limits to be adhered to in such appeals are as outlined in Chapter 20 of the Rules.

### **Article 8 - Work Week and Work Schedules**

8.1 The standard work week for all full-time employees shall begin at 12:00 am Sunday and end at 12 midnight the following Saturday and shall consist of 37 1/2 hours of work.

8.2 Employees shall be scheduled to work five days each work week, with each day consisting of seven and one-half (7 1/2) hours of work exclusive of an unpaid lunch period. No employee will be required to work more than five (5) consecutive days without a day off. In each twenty-eight day cycle, the employee will receive a total of eight (8) days off, of which there will be a minimum of 1 week-end (Saturday and Sunday) and two consecutive days other than a week-end off.

Exceptions to the Standard work week/day are as follows:

8.21 Youth Rehabilitation Treatment Specialists at Ferris School will have every third week-end off. In the event that additional staff are made available at Ferris School or the staffing minimums change, the Union, the Division Director and the Superintendent of Ferris shall meet to discuss scheduling. If a mutually agreeable schedule is identified, it shall be implemented subject to change in accordance with section 8.3.

8.22 Youth Rehabilitation Treatment Specialists at Molds Cottage will work a flexible work schedule to meet the needs of the program with the approval of the Program Manager.

8.23 New Castle County Detention Center's and Stevenson House's work schedule will remain the same, subject to change in accordance with Section 8.3.

8.3 The parties agree that work schedule changes and/or work flexibility may be necessary. Prior to any systematic change in existing work schedules, the State will give the Union 45 days advance notice. Within seven days after the notice date, the State and Union will meet to discuss the changes and explore options and alternatives. If there is no agreement within 10 days after the notice date, the State or the Union may notify PERB of the need for mediation. Within 15 days after the notice date, the first mediation session will be scheduled. There will be no more than 3 mediation sessions. The mediation sessions will be scheduled between 15 and 30 days after the notice date. If there is no agreement 30 days after the notice date, the mediator will prepare his / her written findings. The mediator's written findings shall be submitted to the parties no later than 7 days after the final mediation session. The Secretary for the Department of Children, Youth and Their Families or his/her designee shall review the findings and issue a decision within 7 days of receipt of the mediator's findings.

8.4 Employees desiring to change their work schedules may request such changes from their immediate supervisor who, upon assessing the impact of the change on operations, may approve or deny the request.

8.5 Overtime will be distributed by classification on a rotating basis within each overtime unit in seniority order. Overtime unit shall be defined as: 1) New Castle County Detention Center, 2) Stevenson House, 3) Molds Cottage, 4) Cluster A at Ferris School, and 5) Cluster B at Ferris School.

8.6 Permanent and probationary employees who desire overtime shall sign the overtime book indicating shift and days available for overtime work.

8.7 If sufficient coverage cannot be obtained under Section 8.6, casual/seasonal employees who have signed up in a separate book shall be offered the opportunity to work on a rotating basis by seniority.

8.8 If sufficient coverage is still not available and there are no volunteers from the shift working within the institution, employees may be frozen on a rotating basis in inverse order of seniority within the overtime unit.

#### **Section 8A - Community Services Work Schedules**

8A.1 The regularly scheduled work day for Community Services employees shall be 7 1/2 hours and the regularly scheduled work week shall consist of 37 1/2 hours, Monday through Friday.

8A.2 The normal work day shall fall between 7:00 am and 6:00 pm. Employees shall have a minimum 30 minute unpaid meal period.

8A.3 The parties agree that alternative work schedules are desirable to increase services to clients and/or to enhance the quality of employee work life.

8A.4 Due to the administrative and professional nature of the positions covered in this Agreement, all employees are responsible for fulfilling the duties of their positions, regardless of the hours of work or schedule, which may include working after 6:00 pm and/or beyond Monday - Friday.

8A.5 An employee request for an alternative work schedule shall be considered on the following basis:

- The employee shall work 37 1/2 hours each week and is responsible for meeting all contact standards.
- Any requests for an alternative work schedule shall be made in writing to the employee's supervisor. Such request shall not be unreasonably denied.
- Requests that are denied shall not be subject to the grievance procedure.
- Any deviation requested under this section shall not constitute a permanent schedule change.

8A.6 DYRS/Community Service employees in Family Service Specialist, Senior Family Specialist and Master Family Specialist positions hired or transferred in after September 1, 2002, may be required to work beyond 6:00 pm Such alternative work schedule may be necessary for one of the following reasons, where these duties are better met outside of the employee's regularly scheduled work day:

- to perform job duties related to contact standards, which may include curfew checks by phone.
- to accommodate clients and/or families whose DYRS service plan requirements are better met outside the regularly scheduled work day.

8A.7 Senior Probation and Parole Officers may be required to work beyond 6:00 pm and/or on weekends. Such alternative schedules may be necessary for one of the following reasons:

- to perform job duties related to contact standards, including curfew checks.
- to accommodate clients and/or families whose DYRS service plan requirements are better met outside the regularly scheduled work day and week.

### **Article 9 - Probation, Seniority and Lay-off**

9.1 Seniority shall be defined as length of continuous service with the State of Delaware. All full-time, newly appointed employees (excluding lateral transfers with permanent State status) shall be subject to a probationary period of twelve (12) months which may be extended by mutual consent of the state and the Union.

9.2 During the probationary employment period such employees may be disciplined – up to and including discharge – without the same causing a breach of this Agreement or constituting a grievance. Probationary employees acquire no seniority rights until the probationary period has been completed. Upon completion of the probationary period, they shall be credited with seniority as of their date of hire.

9.3 The parties agree to the principal of seniority within occupational classifications with respect to lay-offs, or reduction in rank due to a lack of funds or work or abolition of positions.

9.31 Lay-offs and reductions in rank shall be done by the inverse order of seniority, with seniority defined as the total, continuous service in Delaware State services.

9.32 Within a unit of the Division, employees in the same basic occupational classification, but higher rank and paygrade, may displace employees in the same basic occupational classification within a lower rank and paygrade, provided such employee has greater seniority than the employee in the lower rank and paygrade.

9.33 After the process specified in Section 9.32 has been completed, the remaining employees facing lay-off may exercise their seniority rights at the other facilities within the Division and with occupational classes as defined above that are covered by the Agreement between the parties.

9.34 No permanent full-time employee shall be laid off while another person is employed on a probationary, casual, seasonal or temporary basis in the same classification.

9.35 Whenever layoffs, as a result of job abolishment or lack of work or funds, becomes necessary, the union and affected employees will be notified no less than 30 calendar days in advance.

9.36 Laid off employees shall have recall rights for 1 year. Employees shall be recalled to their respective occupational classification in the reverse order to that in which they were laid off, before any employee may be hired or promoted into such classification within the aforementioned time limitation. The State shall be conclusively deemed to have satisfied any obligation under this paragraph if it has, by certified mail, return receipt requested, sent a recall notice to the employee's last known address as given to the State by the employee.

### **Article 10 Transfers**

10.1 The State shall have rights to make transfers in order to meet operational needs or emergency requirements. Transfers are considered a change of location or shift.

10.2 Any temporary transfers that may be made will not exceed 30 calendar days.

10.3 Employees who wish to be considered for transfers between units shall submit a written request to the Division of Personnel Office, with the desired location(s) specified, for placement on a voluntary transfer list. Employees who wish to be considered for transfers within a unit shall submit a written request to the Program Administrator/Facility Superintendent, with the desired shift or location within the unit specified, for placement on a voluntary transfer list. All requests must be updated on an annual basis.

10.4 In filling vacancies, the State will review the transfer lists for assigning employees in a specified work location vacancy. Initial consideration shall be given to employees in the voluntary transfer lists before filling the vacancies by other means. If employee applicants are capable of performing the job,

then seniority shall control. Valid reasons for not selecting the most senior employee from the voluntary transfer list shall include, but not be limited to:

- Performance evaluation
- Attendance
- Job conduct
- Special skills

10.5 If the selection is made from the transfer lists, the resulting vacancy shall be filled by the intra-unit transfer list. After exhausting the intra-unit transfer lists, the resulting vacancy shall be filled by means determined by the State.

10.6 Involuntary permanent transfers shall be accomplished on the basis of the inverse order of seniority among employees qualified to fill the assigned vacancy.

#### **Article 11 - Special Rights of the Parties**

11.1 The Union has the right to initiate a class action grievance affecting more than one employee at Step 2 of the grievance procedure within 10 working days after the event which gave rise to the grievance, or within 10 days working days after it should have been reasonably aware of such event. Appeals of disciplinary actions may be initiated at Step 2 within the aforementioned time limits.

11.2 Any disciplinary action of a post-probationary employee – up to and including dismissal – shall be taken only for just cause.

11.3 Employees shall be entitled to Union representation at all steps of the grievance procedure or during any investigatory interview that they may reasonably believe may result in disciplinary action.

11.4 Monetary fines shall not be imposed as a disciplinary measure.

11.5 In the event disciplinary action is grieved, the Union, upon request, shall be provided a copy of all relevant documents used as a basis for the disciplinary action that is otherwise not of a confidential nature.

11.6 Prior to the implementation of a suspension or dismissal action, employees shall be notified in writing that such an action is being considered and provided the reasons for the proposed action. Such notification shall also inform employees of their opportunity to request a pre-suspension or pre-termination hearing.

11.7 Employees shall be entitled to a pre-suspension or pre-termination hearing, provided they submit a written request for such hearing to the Department Personnel Administrator and the Deputy Director for Employee Relations within 5 work days of the above referenced notification.

11.8 The pre-suspension or pre-termination hearing shall be held within a reasonable time after the employee has requested such a hearing in compliance with 11.7.

11.9 Pre-suspension and pre-termination hearings shall be informal meetings to provide employees an opportunity to respond to the proposed action, and offer any reasons why the proposed action may not be justified or too severe a penalty.

11.10 Any employee failure to comply with the requirement set forth in 11.7 shall be treated as a waiver of any rights set forth in 11.7 - 11.9.

11.11 Disciplinary documentation shall not be cited by the State in any action involving a similar offense after 2 years, except if employees raise their past work record as a defense mitigating factor.

11.12 In the case of a suspension, except for serious violations where an employee's continued presence on the job presents a potential danger to persons or property, or would severely interfere with operations, if a grievance is initiated, the employee shall not be suspended until after the completion of Step 2 of the grievance procedure.

11.13 No written disciplinary action will be added to the employee's personnel files without first notifying the employee and also giving the employee and the Union a copy.

#### **Article 12 - Performance Review**

12.1 The State agrees that it will follow the guidelines put forth in the State of Delaware's Performance Review.

12.2 The State agrees that conferences shall be held between the employee and immediate supervisor to enhance job performance and/or discuss job performance deficiencies and the steps the employee should take to overcome such deficiencies.

12.3 Reviews shall be made by the immediate supervisor and they shall be approved by the next supervisory level of authority.

12.4 When an unsatisfactory performance review leads directly to dismissal or the denial of a pay increase, the review may be grieved starting at Step 2 of the Grievance Procedure. All other grievances over reviews may be grieved only up to Step 3.

12.5 The standard to be applied upon employees grieving their performance reviews is whether the reviewer acted in an arbitrary and capricious manner. The individuals holding hearings at each step of the grievance procedure shall not substitute their judgment for that of the reviewer.

12.6 The State agrees that reviewers shall note special positive performance through commendatory Formal Contacts and mention positive aspects of duty performance in Employee Performance reviews.

12.7 Any conference concerning job performance and/or the presentation of performance reviews shall be limited to employees and their supervisors.

12.8 The primary purpose of the Performance review is to inform employees of the acceptability of their work performance and how they can improve their work performance. It is not to be construed as a disciplinary action.

### **Article 13 - Bulletin Boards**

13.1 The State agrees to provide adequate bulletin boards for use by the Union.

13.2 The Union may post appropriate material pertaining to Union matters such as appointments, meeting announcements, social events and union election results, but excluding any election or partisan campaign material, as long as none of the above matters contain anything profane, obscene, defamatory of any individual or the State; furthermore, no material which may be detrimental to the Labor-Management relationship may not be posted.

### **Article 14 - Safety and Health**

14.1 The State agrees to maintain adequate safety and health standards at all times, and will cooperate with the union employees to provide safety and health protections .

14.2 The Union agrees that it will encourage its members to work safely and cooperate to the fullest extent with the State to eliminate hazardous conditions.

14.21 If employees believe their safety or health is endangered due to alleged unsafe working conditions outside of the normal hazards of their work environment, they shall inform their Superintendent/Administrator, who shall determine if such condition exists and take appropriate steps to correct it. The Union shall be notified of any corrective action taken within 10 working days of the said notification. If the State's actions do not correct a working condition determined to be unsafe, a grievance may be filed at Step 2.

14.3 The State recognizes that staff suffer loss or damage to personal property in the line of duty, and that such loss is compensable within limits. Loss or damage to personal property is compensated for if:

14.31 The occurrence is in the line of duty, not through carelessness or forgetfulness while on duty.

14.32 A written report is completed which fully explains the circumstances of the occurrence and includes the name of witnesses.

14.33 The written report is endorsed by the supervisor, institution administrator and Division Director.

14.34 The endorsed report is approved by the Division Director, Administration and Operational Support.

14.4 Compensation will be limited to the cost of average quality of replacement items. The only exceptions are items such as jewelry and watches; a \$50 limit will be placed on those items. Questions and problems should be referred to the Division Director.

14.5 All Merit System Youth Rehabilitation Treatment Specialists shall receive a clothing allowance of \$175 the first year of this Agreement, \$225 the second year of this Agreement and \$250 the third year of this Agreement. Treatment Specialists who are on a leave of absence or have not completed an entire year in the Bargaining Unit shall have their clothing allowance pro-rated.

#### **Article 15 - Labor-Management Meetings**

15.1 A Labor-Management committee shall hold regular quarterly meetings at the Divisional level and Institutional level to consider joint projects involving quality of work life/quality of work product, implementation and interpretation of the Agreement, safety and health, and other issues of mutual interest.

15.2 An agenda of subjects to be discussed shall be exchanged by the parties no later than five working days prior to the meeting. Subsequent changes to the agenda can be made, but no later than 24 hours prior to the meeting unless otherwise agreed to by the parties. If no written agenda is submitted by either party, there will be no Labor-Management Committee meeting.

15.3 A maximum of 5 representatives from each party shall be permitted to attend the Divisional level meetings and a maximum of 3 representatives from each party shall be permitted to attend the Institutional level meetings, unless otherwise agreed to by the parties.

15.4 Individual employee grievances are specifically excluded as subjects of discussion, except for those directly concerned with occupational safety and/or occupational health issues.

#### **Article 16 - Work Rules and Regulations**

16.1 The State may establish work rules and regulations not inconsistent with any provisions of this Agreement. When established, copies of work rules and regulations will be made accessible to employees.

16.2 Should the Union allege that the new work rule or regulation is inconsistent with any provision of this Agreement, it may resort to the grievance procedure at Step 2 as contained herein.

16.3 Should the Union allege a work rule or regulation change is arbitrary and capricious, it may resort to the grievance procedure, including arbitration, if the subject is negotiable under Delaware Law.

#### **Article 17 - Visitation**

17.1 Accredited representatives, from the American Federation of State, County and Municipal Employees, AFL-CIO, Council 81, upon request, shall be admitted to a facility of the State during work hours, except in emergency situations, with the approval of the Superintendent or Administrator for the purpose of investigating specific grievances and to ascertain whether or not this Agreement is being observed by the parties. The Union agrees that such visitation is not to interfere with employee's performance of their duties.

#### **Article 18 - Alterations and Waivers of Agreement**

18.1 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees, or in no case shall it be binding upon the parties unless agreement is made and executed in writing between the State Personnel Office and AFSCME, Council 81 and has been ratified by the Union.

18.2 The waiver of any breach of condition of this Agreement, by either party, shall not constitute a precedent in the future enforcement of the terms and conditions set herein.

18.3 It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws, including rules and regulations of the Merit System of Personnel Administration, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall be affected thereby.

### **Article 19 - Strikes and Work Stoppages**

19.1 During the life of this Agreement there shall be no strikes, stoppages of work, slowdowns, or any direct or indirect interference with the State's operations. Should any of these actions occur, the Union will promptly do whatever is necessary to effect an immediate return to normal duty, and the cessation of such activities.

### **Article 20 - Duration**

20.1 This agreement shall become effective on June 19, 2003 and remain in full force and effect until 12:00 midnight June 19, 2006.

20.2 It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by certified mail on or before December 21, 2005 (180 days), or any subsequent year. In the event either party should elect to open the contract for negotiations, those negotiations will begin no later than thirty (30) days after the notification date.