

BASIC LABOR AGREEMENT
BETWEEN
UNITED STATES ARMY AUDIOVISUAL CENTER
WASHINGTON DC

AND

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
LOCAL 2

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PREAMBLE

Pursuant to Chapter 71 of Title 5 U.S. Code, and subject to all existing or future applicable statutes, and regulations of appropriate authorities, the following articles constitute an agreement between the United States Army Audiovisual Center, hereinafter referred to as the Employer, and Local 2, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I – PUBLIC PURPOSES SERVED BY THIS AGREEMENT

Section 1. The Employer and Union affirm that the public purpose to which the Employer is dedicated can be advanced through improved understanding and cooperation achieved through collective bargaining in those areas in which bargaining is appropriate.

Section 2. "Collective bargaining" for the purpose of contract negotiations under Chapter 71 of Title S U.S. Code is defined as the mutual obligation of the Employer and the Union to meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations.

ARTICLE II – RECOGNITION

Section 1. The Employer hereby recognizes the Union as exclusive bargaining agent for all employees in the bargaining unit under the provisions of Chapter 71 of Title 5 U.S. Code.

Section 2. The unit to which this agreement is applicable is composed of all non-supervisory professional and non-professional civilian employees of the US Army Audiovisual Center. Excluded are all management officials, supervisors, confidential employees and all non-permanent employees.

ARTICLE III - EMPLOYEE RIGHTS

Section 1. Each bargaining unit employee USAAVC has the right, freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Title VII of Public Law 95-454, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress or other appropriate authority. The Employer shall take the action required to assure that employees in the agency are apprised of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced within this agency to encourage or discourage membership in a labor organization.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through, payroll deductions, or by direct payment.

Section 3. Every employee regardless of Union membership, shall have the right to bring matters of personal concern to the attention of the Employer or the Union or both without recrimination. Employees will request permission to leave the work site but need not inform the supervisor of the nature of the matter. Employees will exercise discretion in making such requests so as to avoid lengthy or repeated absence from the work site.

Section 4. Only in situations when an employee's behavior or conduct off the job, i.e., in his/her personal life, is alleged to be of such nature as to preclude the employee from satisfactory performance of her/her assigned duties, or is not consistent with applicable laws, regulations or published policy will the conduct be of concern to the Employer.

Section 5. The Union supports the concept of such programs as the Savings Bond and Blood Donor Drives and the Combined Federal Campaign. Donations will be strictly voluntary on the part of the employees. The Employer may request bargaining unit employees to serve as representatives for such drives or campaigns. Should the employee decline to participate it will not reflect unfavorably on his/her standing with the Center.

ARTICLE III – EMPLOYEE RIGHTS cont

Section 6. Counseling will normally take place at least once prior to taking disciplinary action, unless the Employer determines that immediate action is necessary. Employees will be given an opportunity to explain and express their views during counseling sessions, and during discussions regarding proposed disciplinary action so that the supervisor will be fully cognizant of the employees' opinions of the circumstances relating to the incident(s) in questions. Such discussion will take place in a private area whenever possible and the participants will be expected to treat each other with mutual respect. Employees are entitled to be represented during any examination by a representative of the Employer in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action and;
- b. The employee requests representation.

Section 7. An employee may request withdrawal of a resignation in writing through his/her immediate supervisor prior to the effective date. Such requests will be given consideration by the Employer except where the employee's position has been abolished, is scheduled to be abolished, or a commitment made to another person or the same position. Should the request be denied, the Employer will notify the employee in writing.

Section 8. The SF 7B card will be limited to matters concerning the employee's employment. Employees shall have the right to **review** their SF 7B card or their Official Personnel File upon request and may be accompanied by a representative of their choosing (which may be a union representative). Copies of necessary or pertinent portions of the contents may be obtained upon request.

Section 9. Employees will be advised of entries made on the SF 7B card which result from counseling sessions or discussions. Employees will initiate the SF 7B card to signify knowledge of the entry, but not necessarily concurrence. Should a memo be made of such a discussion, a copy will be offered to the employee when prepared.

Section 10. Personnel actions such as within-grade increases, promotions, pay raises, etc., will be accomplished in with prescribed regulations and procedures.

Section 11. Upon request, the Employer will advise employees of what official records are maintained pertaining to their employment or direct the employee to where such information is available.

ARTICLE III – EMPLOYEE RIGHTS cont

Section 12. Nothing of a derogatory nature will be intentionally placed in an employee's Official Personnel File without the knowledge of the employee, unless precluded by law or regulations.

ARTICLE IV - UNION RIGHTS

Section 1. The Union shall have the right and obligation to represent all employees in the unit. Acting on behalf of all the employees in the unit, the Union also has the right to meet at reasonable times and confer (negotiate) with the Employer on matters relating to personnel policies, practices and working conditions.

Section 2. Prior to the Employer implementing changes in personnel policies, practices and working conditions affecting bargaining unit employees, the Union will be notified and provided an opportunity to meet and confer (negotiate). If the Union needs additional information or a briefing prior to making a response, the Employer will honor their request.

Section 3. To the extent that provisions of any directive or policy within the discretion of the Employer may be in conflict with this Agreement, the provisions of the Agreement shall govern.

Section 4. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

b. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee and;

(2) The employee requests representation.

Section 5. Excused absences may be granted for elected or appointed unit officials to attend Union sponsored workshops or seminars determined by the Employer to be of mutual benefit. Request for such absences, must be: submitted in writing to the appropriate supervisor as soon as possible, but normally 2 weeks prior to the seminar or workshop. The agenda will be submitted with the request for excused absence.

ARTICLE IV - UNION RIGHTS cont

Section 6. When a unit employee has been designated to attend internal Union activities which are to occur during duty hours, the employee's supervisor will be advised as soon as possible. Annual leave, which is requested for this purpose, will be approved, consistent with the needs of the Employer for the employee's services.

Section 7. Membership drives will be conducted no more than twice each calendar year. Upon request from the Union, the parties will meet to work out the specific details which will not be in conflict with DoD Directive 1426.1.

Section 8. The Unit Vice-President will be informed in writing within five (5) workdays after the employee enters on duty:

- a. That the employee has been informed of the Union's exclusive recognition;
- b. That the employee has been furnished a copy of the Agreement and a copy of the AFGE Health Benefit Brochure, when the brochures are provided by the Union; and
- c. of the employee's entry on duty date, name, phone number and working locations.

Section 9. Upon completion of negotiations, the Employer will provide the Union with an initial list of bargaining unit employees, including position and division. A new list will be furnished each year on the anniversary date of the agreement.

Section 10. The Union representative shall have copies of regulations available in the Center needed to perform representational functions.

Section 11. The Union may distribute its literature during the non-duty times of bargaining unit employees and the Union representative distributing the literature.

ARTICLE V – RIGHTS OF EMPLOYER

Section 1. Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Center, and

b. In accordance with applicable laws -

(1) to hire, assign, direct, layoff and retain employees in the Center, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, or to determine the personnel by which Agency operations shall be conducted;

c. With respect to filling positions, to make selections for appointments -

(1) among properly ranked and certified candidates for promotion; or

(2) from any other appropriate source; and

d. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. Nothing in this article shall preclude the parties from negotiating:

a. At the election of the Center, on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty; or on the technology, methods and means of performing work;

b. Procedures which management officials of the Center will observe in exercising any authority under this article or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE VI – UNION REPRESENTATION

Section 1. The Union will notify the Employer in writing of the names of the Unit Vice President and other unit representatives and inform the Employer of any changes thereto.

Section 2. Any written communication from the Employer will be delivered to the Unit Vice President. In the event there is not a Unit Vice President, all correspondence will go to the Business Agent, Local 12.

Section 3. The Union will designate no more than three employees of the bargaining unit to serve as unit representatives. In the event that additional shifts are established, one unit representative may be designated by the Union for each new shift.

Section 4. The Employer and the Union will encourage all employees in the unit to attempt to resolve their problems at the lowest level.

Section 5. Union representatives will be allowed reasonable time without loss of pay or benefits to engage in representational duties for bargaining unit employees. These duties will include any matters that affect conditions of employment or could impact on bargaining unit employees. It is recognized that representational duties are responsibilities which are prescribed in Chapter 71 of Title 5 U.S. Code. If the immediate supervisor feels that the performance of representational duties is impacting on the performance of other duties, the matter will be discussed between the appropriate management official and the Unit Vice President in order to reach a satisfactory conclusion.

Section 6. Union representatives, when leaving their work area during regular working hours to transact Union duties, will notify their immediate supervisor of the need to leave the area, the general nature of the Union duties to be performed (i.e., grievance, appointment with management officials, etc.), the destination (i.e., PO) and the approximate length of absence. Upon entering a shop or work area under the responsibility of another supervisor, the Union representative shall obtain permission from that supervisor to contact the employee. Supervisory permission will be granted except in the presence of compelling circumstances. Union representatives and employee contacted will advise his/her supervisor upon their return to work. Any delay which precludes the Union representative or the employee from leaving his/her work area will not be for the purpose of denying employees their right to representation. Upon request from the Union representative, the Employer will provide a private area to meet.

ARTICLE VI - UNION REPRESENTATION cont

Section 7. An aggrieved Unit employee may designate a Union representative to act in his/her behalf when pursuing a grievance, appeal or discrimination complaint. This right to representation does not extend to day-to-day normal work related discussions between supervisors and unit employees. However, if during such discussions a situation arises in which the employee believes his rights are in question or the discussion may lead to disciplinary action, he/she may request that the discussion terminate until a union representative can be present.

ARTICLE VII - UNION-MANAGEMENT COOPERATION AND COMMUNICATIONS

Section, 1. The Employer and the Union agree that meetings serve as a means of promoting better communications and understanding between management, the Union and employees. Meetings will be held at a mutually agreed upon date and time. Except for emergency situations that would necessitate a meeting without notice to either party, the party calling for the meeting will present a proposed agenda at least 3 working days prior to the date desired for the meeting. Individual grievances will not be discussed at these meetings.

Section 2. The Employer will pay the cost of printing the agreement. The Employer will furnish copies to the employees in the bargaining unit and to the supervisory and management personnel responsible for administering or interpreting this agreement.

Section 3. The Employer will provide the Union with all administration instructions issued by the Center, where said instructions involve such matter as personnel policies and practices, or other such matters affecting general working conditions of the unit in order to coordinate/negotiate impact and implementation.

Section 4. The Employer will provide space on the Center's bulletin board and all division bulletin boards for posting of Union material. A 10 x 30 inch space on all division bulletin boards will be designated and labelled for Union use. Space now designated on the Center's board remains the same. The Employer will also provide space in the Center's newsletter. The Union accepts responsibility for all materials published or posted which bear the signature of the Unit Vice President.

ARTICLE VIII - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The principle of equal employment opportunity being of vital concern to both Management and the Union, both parties agree to cooperate in providing equal opportunity to all persons, to prohibit discrimination because of race, color, religion, sex, age or national origin. The parties further agree that discrimination will not occur based on physical or mental handicap (providing the handicap does not preclude the satisfactory performance of duties) or marital status (except as provided by OPM regulations pertaining to nepotism).

Section 2. Employees as a group may file a class action complaint of discrimination if desired under any procedures established by law and regulation. In this circumstance, one employee is designated as the agent for the group. They may also have Union representation in processing this type of complaint.

Section 3. Employees have the right to process discrimination complaints through the negotiated grievance procedure, or through the Department of the Army complaint procedure. They may not do both. They may have Union representation if desired.

ARTICLE IX - ACCEPTABLE LEVEL OF COMPETENCE

Section 1. Supervisors will ensure that their subordinate employees are informed of the minimum acceptable levels of competency and all responsibilities and other reasonable requirements related to their jobs. Standards must be sufficiently explained to employees so they understand the acceptable levels of competency.

Section 2. An acceptable level of competence shall be considered as attained only if performance is adequate and acceptable in all major aspects of the job requirements.

Section 3. Denial of within-grade increases must be based upon an employee's overall performance during the rating period, If the employee's performance is not clearly of an acceptable level of competence the supervisor must advise the employee at least 60 calendar days prior to completion of the waiting period, Failure to inform the employee of the negative determination 60 days prior to the completion of the waiting period will not be the basis for changing the negative determination. However, if through error or oversight, a negative determination is made without giving the employee 60 days written notice, another determination must be made not later than 60 days after the date on which the employee completed the waiting period.

Section 4. The written notice will contain the following:

- a. The basis for the negative determination.
- b. A statement that the within-grade increase is being denied.
- c. A statement that the employee has a right to request reconsideration of the initial negative determination and what procedure and time limits must be followed in making such a request.
- d. Concurrence by a higher level of supervision, if any.

Section 5. Employees may represent themselves or have a Union representative assist them in presenting their request for reconsideration.

Section 6. Supervisors will take positive action, which may include extra training, to assist the employee to improve to the acceptable level of competence.

ARTICLE X - TRAINING AND EMPLOYEE UTILIZATION

Section 1. The Employer and the Union agree that the training and development of employees is a matter of primary importance. The Employer shall provide, within available resources, needed training and development of employees for efficient accomplishment of their duties. Consistent with its needs, the Employer agrees to develop and maintain forward looking effective policies and programs designed to achieve this purpose.

Section 2. The Employer will attempt to provide employee on-the-job cross training to the maximum extent practicable.

Section 3. Supervisors will identify those situations in the specific work environment which training can improve and where training will aid in achieving defined objectives and goals of the Employer.

Section 4. In consonance with effective mission accomplishment, supervisors will attempt to ensure maximum utilization of employee skills and knowledge gained through mission-related and on-the-job training.

Section 5. Upon request, the Unit Vice President will be kept informed of all training programs affecting employees in the unit. The Union may make recommendations to the Employer relative to the training of employees and the Employer agrees to consider such recommendations.

Section 6. When it is determined by the supervisor that an employee is not meeting the specific standards and/or critical elements of the position he/she occupies, the supervisor will take positive action, which may include extra training, to assist the employee to meet the requirements of the position.

ARTICLE XI - DETAILS

Section 1. Once an employee is temporarily assigned (with no change in basic pay) from his/her regularly assigned position to another established position (of higher, same or lower grade), or to another set of duties, such an assignment will be acknowledged as a detail. A detail which exceeds 30 days will be recorded on an SF 52 (Request for Personnel Action), a copy of which will be included in the employee's official personnel file. Details will not exceed 120 days except when authorized by the appropriate approving authority as specified in the Federal Personnel Manual (FPM).

Section 2. A detail to a higher graded position, or to a position with known promotional potential, in excess of 120 days, will be effected through competitive procedures.

Section 3. Details will not be used to evade open and fair competition for placement opportunities.

ARTICLE XI I – OVERTIME

Section 1. Overtime assignments will be distributed on an equitable basis among qualified employees in accordance with their particular skills. The Union representative may consult with the supervisor concerning assignments of overtime in an effort to keep the overtime work equal among all employees as far as possible. Volunteers will be considered for overtime before assigning other employees. Supervisors shall not assign overtime work to employees as a reward or penalty. Available information regarding overtime will be provided to the Unit Vice President upon request.

Section 2. Employees assigned to overtime work will be given as much advance notice of such assignments as possible. Employee's preference to work or not to work overtime will be considered. When overtime is required in any particular office, preference will be given to incumbents performing the work as their regularly assigned duties.

Section 3. Hours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday, premium or overtime pay.

Section 4. All overtime will be compensated under either the Fair Labor Standards Act or 5 U.S. Code, whichever is applicable.

Section 5. If an employee is called back to work, any unscheduled overtime work he performs will be considered to be at least two hours in duration for overtime pay purposes. If overtime work exceeds two hours, compensation will be in accordance with applicable regulations.

ARTICLE XIII - LEAVE

Section 1. Sick Leave:

a. Sick leave will be granted when an employee is physically incapacitated to perform his/her job, or for related reasons such as the following:

(1) Exposure to a contagious disease that would endanger the health of coworkers.

(2) Is required to give care and attendance to an immediate family who is afflicted with a contagious disease.

(3) Dental, optical, or medical examination or treatment. Appointments of this nature will normally be advance. The employee will submit an SF 71 as soon as after the appointment is made.

b. Normally, employees will not be required to submit a medical certificate to substantiate an absence of sick leave of three days or less excess as provided in para 1d, of this article. Employees shall be required to furnish a medical certificate, or other acceptable evidence to substantiate requests for sick leave when such leave exceeds three (3) work days.

c. Except for severe illness or injuries, employees will, within two (2) hours after the beginning of the work tour, notify their immediate supervisor when they are unable to report for work because of an incapacitating illness or injury. Except when abuse of sick leave is suspected, such notification constitutes approval by the approving supervisor. When absence for incapacitating illness or injury will be for a period of more than one week, it is the employee's responsibility to keep the Employer informed of the date he/she expects to return to duty.

d. When there is reason to believe that an employee is abusing sick leave, he/she may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first counseling the employee of his/her questionable sick leave record. If, in the supervisor's opinion, there is no improvement within a reasonable time, the employee may be advised in writing that future requests for sick leave must be supported by a medical certificate or other acceptable evidence. This requirement will be periodically reviewed with the employee at least once in each six (6) month period.

ARTICLE XIII - LEAVE cont

Section 2. Annual Leave:

a. Consistent with the needs of the Employer for the employee's services, annual leave which is required as prescribed in Section 2b of this article will be approved. Accrual of annual leave is a right and not a privilege, but the final decision on when leave is to be used is subject to the prior approval of the appropriate supervisor. It will be the mutual responsibility of the supervisor and the employee to schedule annual leave in order that it may not be forfeited.

b. The Employer agrees to freely grant annual leave to employees for the purposes of rest, relaxation and recreation consistent with workload requirements. Whenever possible, the employee will request approval of annual leave at least two weeks in advance. A decision will be given as soon as possible after the receipt of request for leave, SF 71.

c. Insofar as possible vacation will be approved for at least two consecutive weeks, with the understanding that leave for periods of more than two weeks may be reduced when necessitated by a significant increase in the workload which was not present at the time the leave was scheduled.

d. In event of conflict of two (2) or more employees requesting leave at the same time leaving the work area unstaffed, the Employer will decide on the basis of the first request received, except for conditions included in para 2a of this article involving the potential forfeiture of annual leave. If conflict still-exists, the decision will be based upon the service computation date.

e. When the Employer finds it necessary to cancel previously approved leave, the reasons for such actions will be explained in full to the affected employee. However, leave scheduled for the end of the year will not be denied if such denial would result in forfeiture, except in cases of an extreme emergency work situation. Should the work situation preclude the taking of the scheduled annual leave, or should illness preclude the use of the scheduled annual leave, the leave will be carried over into the next year when allowed by applicable regulations.

ARTICLE XIII - LEAVE cont

f. Both parties agree that emergency annual leave is available only for the purpose of attending to unexpected situations or events which prevent the employee from reporting to or remaining on duty. Requests for such leave will be kept to a minimum and such requests will normally be approved providing there is no evidence of leave abuse. Employees requesting emergency annual leave, shall whenever possible, contact their supervisor within 2 hours after the start of their normal time of duty and request approval of the annual leave. Such contact with the supervisor does not in itself constitute approval of the requested leave. The supervisor will normally indicate approval or disapproval of leave at the time of the request. However, prior to approval of such a request, the supervisor may require the employee to identify the nature of the emergency which precludes his/her presence from duty; proof of such an emergency may be required if abuse is suspected. If abuse of the use of emergency leave is suspected, the employee will normally be counseled prior to the initiation of a formal disciplinary action.

ARTICLE XIV - HEALTH & SAFETY

Section 1. The Employer agrees that the health and safety of its employees is among its highest priorities. The Employer will make every reasonable effort to provide and maintain safe working conditions for employees and comply with applicable regulations relating to health and safety. The Employer will welcome at any time suggestions which offer practical ways to improve safety conditions.

Section 2. Employees will be responsible to utilize any safety equipment furnished by the Employer for the safe performance of duties. Employees have an obligation to know and observe safety rules and practices as a measure of protection to themselves and others. The Union will encourage employees to work in a safe manner.

Section 3. In the event working conditions are considered unsafe or unhealthful, any employee shall promptly notify his/her immediate supervisor, who shall in turn promptly notify the appropriate safety officer so that an evaluation may be made as soon as possible.

a. The Employer will take prompt action to correct any unsafe or unhealthy working condition. Equipment or products will not be put into operation until it is assured that such operation is safe and will not cause an unhealthy work environment.

b. When a preliminary inspection is conducted in response to an employee or Union complaint concerning a workplace hazard, the Unit Vice President will be given the opportunity to accompany the Center safety inspector.

Section 4. When the Employer has requested that a follow-up safety or environmental test or inspection be conducted, the Unit Vice President will be notified and may accompany those individuals conducting such tests/inspections, if desired. Written results of such tests will be provided the Unit Vice President upon receipt by the Employer.

ARTICLE XIV - HEALTH & SAFETY cont

Section 5. The Employer will provide for emergency treatment for employees in case of on-the-job accident or injury. Regular services provided by existing health programs will continue where such facilities are available.

Section 6. Employees who suffer a disabling, traumatic, on-the-job injury are entitled to continuation of pay for up to 45 calendar days under the provisions of the Federal Employees Compensation Act. Leave without pay will be authorized to employees who are awaiting a final decision by the Bureau of Employee's Compensation of the Department of Labor on their claim for compensation resulting from an employment-connected injury or disease.

Section 7. When an employee becomes partially disabled due to a job connected illness or injury and is unable to perform all of his/her normal duties, consideration will be made to assign the employee to another position within the Center for which he/she is qualified (as determined by CPO) and medically determined to be capable of performing as certified by the employee's personal physician or a physician designated by the Office of Workers Compensation Programs (OWCP). Should the injury prevent the employee from returning to his/her normal duties, the Employer will consider training that employee for another position in the Center, provided there is reasonable expectation that the employee will become fully qualified at the conclusion of the training. If such training is not practicable, the employee will be referred to the CPO for placement assistance. Employees will not be precluded from consideration for promotions to positions for which qualified due to temporary illness or injury.

ARTICLE XV - DUES WITHHOLDING

Section 1. Purpose. This article is for the purpose of permitting those employees in the bargaining unit certified by Department of Labor, for which the Union is the exclusive representative, to voluntarily authorize allotment of membership dues to the Union through payroll deductions, subject to applicable Federal laws.

Section 2. Definitions:

a. Dues: The regular, periodic amount determined by the Union to be required of the member to maintain the member in good standing in the Union. A multi-level dues structure may be utilized.

b. Payroll Office: The Servicing Finance and Accounting Office.

c. SF 1187. Standard Form 1187: Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues.

d. SF 1188. Standard Form 1188: Revocation of Voluntary Authorization and Allotment of Compensation for Payment of Labor Organization Dues.

Section 3. Eligible Employees: To be eligible to make a voluntary allotment for the payment of Union dues, an employee must:

a. be in the bargaining unit;

b. Receive a regular net salary; and

c. Voluntarily request an allotment for the payment of Union dues on the prescribed form (SF 1187) which has been certified by an authorized Union official.

Section 4. Responsibilities of the Union: The Union shall:

a. Inform its members on the voluntary nature of the dues allotment program;

b. Furnish the SF 1187 to employees upon request;

c. Certify on the SF 1187 the amount of dues to be withheld each biweekly pay period;

d. Promptly forward completed SF 1187's to the Payroll Office;

ARTICLE XV - DUES WITHHOLDING cont

e. Furnish written notice to the Payroll Office of the name, title, and address of the Union official to whom dues withheld from employees' pay are to be transmitted, and the names and titles of Union officials authorized to certify the SF 1187.

f. Provide the payroll office written notification of:

(1) Changes in the amount of Union dues;

(2) the name of any employee who has been suspended, expelled or ceases to be a member in good standing in the Union within ten (10) days after the date of such determination; and

(3) Changes in the address of the Treasurer, Local 12, to whom dues withheld from employees' pay are to be transmitted.

Section 5. Responsibilities of the Employer:

a. The Employer shall furnish SF 1188's to bargaining unit employees upon request;

b. The Employer shall notify the Unit Vice President of receipt of a bargaining unit employee's voluntary revocation of dues allotment.

Section 6. Procedures:

a. Withholding of dues.

(1) Upon receipt of a properly completed SF 1187, the payroll office shall withhold Union dues in accordance with existing pay periods (26 biweekly periods) and procedures under which employees are regularly compensated;

(2) The dues deduction shall be effective not later than one full pay period following receipt of the SF 1187 by the Payroll Office.

b. Any SF 1187 received by the Payroll Office which is not processed shall be returned to the Union with an appropriate explanation within one full pay period after receipt.

c. Changes in dues:

(1) The amount of dues certified on the SF 1187 will remain unchanged until an authorized Union official provides written certification to the Payroll Office that the amount of dues has changed. New SF 1187's will not be required;

ARTICLE XV - DUES WITHHOLDING cont

(2) Changes in the amount deducted for Union dues effective not later than one (1) full pay period following by the Payroll Office of the Union's certification of in its dues;

d. Termination of allotments:

(1) Automatic termination will occur:

(a) Upon loss of exclusive recognition by the Union, to be effective at the beginning of the first full pay period after loss of recognition;

(b) When an employee ceases to be eligible for inclusion in the bargaining unit;

(c) when an employee is suspended, expelled or ceases to be a member of the Union in good standing, to be effective at the beginning of the first full pay period following the date of receipt of such notification in the Payroll Office from an authorized Union official.

(2) Voluntary revocation:

(a) Dues allotments may be voluntarily terminated by unit employees not earlier than one full year following the effective date of such allotment. Thereafter requests for revocation of dues allotments may be submitted at any time, but will not be effective until the end of the first full pay period after 1 September of each year.

(b) Revocation shall be in writing, preferably on the SF 1188 available from the Employer, and will be submitted by the employee to the Center Admin Office for transmittal to the Payroll Office.

(c) The Employer shall notify the Unit Vice President of receipt of written revocation of dues allotment from unit employees.

A copy will be mailed by payroll to the Treasurer of Local 12 within one full pay period after receipt.

e. Remittance of dues:

(1) The payroll office shall remit, by check, the dues withheld after each pay period for which deductions are made. Checks in the payment of dues shall be payable to the Treasurer, AFGE, Local 12 and forwarded to the address of record.

ARTICLE XV - DUES WITHHOLDING cont

(2) The remittance checks shall be accompanied by a Report which will contain the following information:

(a) Identification of the payroll office reporting the data and the Union Local to receive the dues;

(b) Pay period ending date;

(c) The name of each member whose dues were forwarded to the Union and the amount withheld; and

(d) The amount deducted and remitted to the Union.

Section 7. Cost of Withholding: Any such allotment (dues deduction) shall be made at no cost to the Local Union or employee.

Section 8. Underpayments and Overpayments: Administrative errors in remittance will be corrected in subsequent remittance checks. If the Union receives a remittance check to which it is not entitled, the Union agrees to promptly refund the amount of erroneous remittance.

ARTICLE XVI - MERIT PROMOTION PLAN

Section 1. All employees in the competitive civil service are covered by the Federal Merit Promotion Policy. This does not guarantee any employee a promotion, nor does it require that any job be filled by promotion. But it does provide that promotions will be made fairly, and that promotion practices will support the Center's efforts to select the best qualified persons to do its work.

Section 2. In order to ensure a systematic means of selection for promotion according to merit, the Department of Army requires the establishment and administration of merit promotion plans which conform the standards and requirements of the Office of Personnel Management, and agency regulations.

Section 3. The Army Staff Merit Promotion Plan is designed specifically to implement these policies and practices in organizations serviced by the Army Staff Civilian Personnel Office. Bargaining unit positions will be staffed in accordance with the Army Staff Civilian Personnel Office Merit Promotion Plan and governing OPM, DOD, and DA regulations.

ARTICLE XVII - STANDARDS OF PERFORMANCE APPRAISAL AND ANNUAL RATING

Section 1. The objective of the performance appraisal system is to establish a method for evaluating employees which will serve as a basis for decisions regarding training, awards, promotions and assignments. It is also the basis for decisions regarding retention, reduction to a lower grade, retraining, or removal and for the determination of the annual performance rating.

Section 2. A written performance evaluation will be given normally not later than 45 days after the end of the rating period. A discussion between the supervisor and the employee will take place at that time or at any other time that either the employee and/or the supervisor feels that it is necessary. Should the assignment of a rating be postponed, the employee will be informed of the reason, and the probable duration. The postponement will normally not exceed 120 days, unless it can be determined that further postponement will be of mutual benefit.

Section 3. Once a supervisor has determined an employee's performance is less than satisfactory, the employee will be counselled by the supervisor. Counseling statements should reference applicable performance standards, state deficiencies, and indicate necessary corrective action. Further, training may be considered to improve the employee's performance. The employee may be given up to 120 days to improve performance. At the end of this period, there will be another counselling session and review of the employee's performance.

Section 4. The assignment of a performance rating will not be influenced by factors unrelated to the employee's performance.

Section 5. Documents used to support an assigned rating will be accessible to the employee upon request and may be discussed with the supervisor. The Unit Vice President or business agent may participate in such a discussion if requested by the employee.

Section 6. The performance evaluation process will include consideration of awards for deserving employees.

Section 7. Deserving employees will not be precluded from receiving an exceptional performance rating to achieve administrative quotas.

ARTICLE XVIII - JOB DESCRIPTIONS/CLASSIFICATION ACTIONS

Section 1. The purpose of a job description is to describe officially, for pay and classification purposes, the major duties, responsibilities and supervisory relationships peculiar to a position. While a job description describes the major or grade controlling duties as assigned and required on a regular basis, such descriptions are not all inclusive of all duties. Assignment of duties not set forth in the job description will normally be directly related to the work being performed by the incumbent of the position.

Section 2. Each employee must have a position description for the official position to which he/she is assigned. Employees who do not have a copy of their job description may request one through supervisory channels. Supervisors will provide the employee with the job description upon request.

Section 3. The Union, as the representative of bargaining unit employees, will be provided copies of specific job descriptions of jobs within the bargaining unit when requested.

Section 4. The Union will be advised when bargaining unit employees are scheduled to be interviewed concerning their positions as part of the Biennial Cyclical Review Survey (conducted by the CPO), an OPM survey, or similar position surveys. The Union will be notified not earlier than 10-15 days of these scheduled surveys to allow the Union representative to meet with the employee(s) prior to such an interview. A list of unit employees to be surveyed will be provided in the notification.

Section 5. An employee may discuss the accuracy of his/her job description with his/her supervisor. If an agreement cannot be reached, the employee may request a review by the next higher supervisor and the review will be initiated and a decision rendered promptly. If, as a result of the review, accord has not been reached, a request for a desk audit will be initiated by the supervisor. The desk audit will be performed by a position classifier as soon as practicable. The findings of the desk audit will normally be recorded in an evaluation statement, signed by the classifier and a copy provided to the employee. This is not to be construed as a substitute for employee classification appeal rights in accordance with applicable regulations.

Section 6. Supervisors will discuss the accuracy of the job description with their employees prior to the supervisor certifying the accuracy as part of the biennial position review. If the employee disagrees with the accuracy and desires to pursue the matter, he/she may follow the procedures in Section S. The employee will initial the Group Action Request List (or other applicable document) indicating the discussion has taken place.

ARTICLE XVIII - JOB DESCRIPTION/CLASSIFICATION ACTIONS cont

Section 7. The Union will be advised of receipt of new or revised classification standards which will impact on bargaining unit positions. If adverse effects are evident, the Employer will take such action as appropriate to minimize the negative impact on employees. If classification actions are expected to be beneficial to the employees, the Employer will take such actions appropriate to expedite such actions. The Employer and Union will negotiate on the impact and implementation of the new or revised standards prior to implementation.

Section 8. Competitive levels will be documented on official job descriptions and other documents as required by regulations at the time the position is officially established. Competitive levels will be kept current and altered as circumstances dictate to assure that similar positions as defined in the Federal Personnel Manual are assigned to the same competitive level. When competitive levels of bargaining unit positions are altered in conjunction with RIF, the Unit Vice President will be notified of the reasons therefore.

Section 9. The Employer agrees to furnish the Union copies of drafts of proposed new and revised classification or qualification standards as soon as it can be determined that such standards will impact on bargaining unit employees/positions. The Union will be allowed reasonable and necessary time so far as within control of the Employer to review such material and respond to the Employer.

Section 10. Any General Schedule employee has the right to complain/appeal the classification of his/her official position (i.e., pay category, title, series and/or grade) through supervisory channels to the Department of the Army or directly to the Office of Personnel Management (OPM) in accordance with their personal preference and applicable regulations. Wage Grade employees must appeal first through the Department of the Army and then to the OPM. When employees elect to submit a complaint or appeal as set forth in applicable regulations, they may have representation in the official procedure if they desire. Any documentation or explanation of the basis for the classification decision made by the Employer will be provided to employee and/or the representative upon request. Desired information will be furnished promptly.

ARTICLE XIX - CONTRACTING OUT

When a decision is made to contract out work which will result in space reductions or reductions in normal working hours, the Employer agrees to provide the Union with as much advance notice as is possible, and to negotiate with the Union regarding the impact of those reductions. The Employer further agrees to consider retraining and/or reassigning affected employees in order to lessen the adverse impact. All official documentation in support of the decision to contract out will be made available to the Union upon request, except privileged information as specified in applicable law and regulations.

ARTICLE XX - DISCIPLINARY AND ADVERSE ACTION

Section 1. Disciplinary and adverse action will be taken for just and sufficient cause, and the penalty imposed will be that which may reasonably be expected to correct the employee. Disciplinary actions are oral reprimands, official written reprimands and suspensions of 14 days or less. Adverse actions include removal, suspension for more than 14 days, a reduction in grade, a reduction in pay, and a furlough of 30 days or less.

Section 2. Should an employee be interviewed as a part of an investigation concerning a matter which the employee reasonably believes may lead to a disciplinary or adverse action against him/her, that employee will be entitled to Union representation if so requested. If such representation is requested, the interview will be discontinued until such time as the representative is present. The Union will assure the availability of a representative normally within one workday of such a request. When a Union representative is not available within one workday, the meeting will be scheduled for the earliest date when representation can be provided.

Section 3. When the employee has a Union representative in an adverse or disciplinary action, copies of official correspondence sent to the employee regarding this action will be provided to the Union. Material relied upon to support the disciplinary or adverse action will be made available for review by that representative. Copies of such material will be made available upon request.

ARTICLE XXI - EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Union and the Employer share a concern for the health and general welfare of employees. Further, the parties recognize that employees may experience difficult personal problems that may have an adverse effect on performance of their assigned duties, attendance, or on-duty conduct.

Section 2. While personal problems may precipitate or be precipitated by the use of alcohol or other drugs, the decision to use such substances is a personal one. However, when such use interferes with the carrying out of assigned duties, reduces dependability, or has an adverse effect on on-duty conduct, it becomes the legitimate concern of both the Employer and the Union.

Section 3. Recognizing that personal problems may result from preventable and treatable illness, that they are no respectors of grade, sex, or position, and that they affect Management and Labor. It is to the advantage of both parties to assist personnel to recover from such illness.

Section 4. Employees participating in the Employee Assistance Program will not be denied rights and/or benefits, within the control of the Employer, which are available to employees suffering other types of illnesses.

Section 5. Employee participation in any phase or aspect of the programs must be voluntary.

Section 6. No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance except as limited by a "sensitive position" assignment. All information regarding such matters will be kept in confidence.

ARTICLE XXII - GRIEVANCE PROCEDURE

Section 1. Purpose: The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Scope: A grievance means any complaint -

a. By a bargaining unit employee concerning any matter relating to his/her employment;

b. By the Union concerning any matter relating to the employment of bargaining unit employee(s) or

c. By bargaining unit employee Cs), the Union, or the Employer concerning

(1) The effect or interpretation or a claim of breach of this agreement; or

(2) Any claimed misapplication of any law, rule, of employment;

d. Except: that it shall not include a grievance

(1) Any claimed violation relating to prohibited political activities; or

(2) Retirement, life insurance, or health insurance; or

(3) A suspension or removal under Section 7532 of US Code; or

(4) Any examination, certification or appointment relating to initial employment; or

(5) The classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) Removal or separation of probationary employees, except where discrimination is alleged to be the reason for the separation.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this article.

ARTICLE XXII - GRIEVANCE PROCEDURE cont

Section 4.

- a. An aggrieved employee affected by a prohibited personnel practice under Section 2302 (b)(1) of Title 5, US Code which also falls under the coverage of the negotiated grievance procedure, may raise the matter under a statutory or negotiated procedure, but not both.

An employee shall be deemed to have exercised his option to raise the matter under either procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the parties' negotiated procedure, whichever event occurs first.

Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of Title 5, US Code, in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a discrimination complaint of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

b.(1) Matters covered under section 4303 and 7512 of Title 5, US Code, which also are covered by the negotiated grievance procedure may, in the discretion of the aggrieved employee, be raised either under the appellate procedures, which apply to those matters, or under the negotiated grievance procedures, but not both.

Similar matters which arise under other personnel systems applicable to employees may, in the discretion of the aggrieved employee, be raised either under the applicable appellate procedures or under the negotiated grievance procedure, but not both.

An employee shall be deemed to have exercised his option to raise a matter either under the applicable appellate procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of parties' negotiated grievance procedure, whichever event occurs first.

ARTICLE XXII - GRIEVANCE PROCEDURE cont

(2) In matters covered under Sections 4303 and 7512 of Title 5, US Code, which have been raised under the negotiated grievance procedure in accordance with this section, an arbitrator shall be governed by Section 77012 (c)(l) of Title 5, US Code as applicable.

c. Grievances initiated under this section will be initiated at Step 3 of the negotiated procedure.

Section 5. Question of Grievability.

a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The grieving party will be advised of any questions of grievability or arbitrability prior to the time limits established for Step 2 of the grievance procedure.

b. Disputes of grievability or arbitrability will be referred to arbitration as a threshold issue(s) in the related grievance provided the decision is made to pursue the matter through all steps of the grievance procedure.

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis; both parties agree to attempt settlement of grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements may arise occasionally among people in any work situation, any initiation of due process to resolve such matters will not reflect unfavorably upon those who exercise the option to grieve. Reasonable time during work hours will be allowed for employees and representatives to discuss, prepare for and present grievances, including attendance at meetings with management officials.

Section 7. Grievance Procedures:

a. Employee grievances:

(1) Step 1:

Grievances will first be presented orally by the grievant and/or his/her representative to the appropriate management official, normally the first line supervisor, who will discuss and attempt to resolve the grievance. A grievance must be presented within 30 calendar days of the occurrence (or knowledge of the occurrence) on which the grievance is based, and must include identification of the relief being sought by the grievant. The grievant and/or his/her representative will be advised of the decision within 14 calendar days following this discussion.

ARTICLE XXII - GRIEVANCE PROCEDURES cont

(2) Step 2:

If not satisfied with the Step 1 decision, the grievant and/or his/her representative may submit (within 7 calendar days of receipt of that decision) his/her grievance to the appropriate management official. This official will discuss the grievance with the grievant and/or his/her representative within 5 calendar days after receipt, and a written decision will be furnished within 14 calendar days following the meeting. In submitting a grievance at Step 2, the grievant will specify in writing:

- (a) Name of person submitting grievance,
- (b) Whether represented by Union,
- (c) State a brief discussion of the issues being grieved. Specify the remedial/corrective action sought and any other appropriate comments,
- (d) Name of person with whom Step 1 was discussed.

(3) Step 3:

If not resolved at Step 2, the grievant and/or his/her representative may submit the written grievance to the Center Commander for decision. Such a grievance must be received by the Center Commander within 14 calendar days of the 2d Step decision. The Center Commander will meet with the grievant and/or his/her representative, and will render a written decision within 21 calendar days of receipt of the grievance.

(4) Step 4:

Notice of possible arbitration proceedings will be communicated by the Union to the Employer within 15 calendar days of receipt of the 3d Step decision. Final intent will be given in writing not later than 45 days after receipt of the 3d Step decision.

b. Union or Employer grievances may be initiated by either party and will be filed in writing, within 30 calendar days of the occurrence (or knowledge of the occurrence) on which the grievance is based, directly with the Unit Vice President or the Center Commander. The parties will meet within 5 calendar days after receipt of the grievance and attempt to resolve the matter. The responding party will give the charging party a written decision, which will address the question of grievability or arbitrability, if appropriate, not later than 10 calendar days after

ARTICLE XXII - GRIEVANCE PROCEDURE cont

the meeting. If the grievance is not satisfactorily resolved, the charging party may refer the matter to arbitration within the time limits addressed in Step 4. This will not preclude the parties from resolving the matter at any time.

Section 8. An employee may be represented by a Union representative or by himself/herself, or by a representative approved by the Union, while pursuing a grievance under this article. If the employee does not elect Union representation, the Union will be given the opportunity to attend formal discussions between the Employer and the employee(s) which are conducted pursuant to the grievance procedures identified in this article.

Section 9. All time limits may be extended by mutual agreement.

ARTICLE XXIII - ARBITRATION

Section 1. Arbitration may be used by either party to settle any or all grievance processed under the Grievance article of this agreement, but may be invoked only by the Union or the Employer. The decision to refer the grievance to arbitration must be in writing and submitted to the other party within 45 calendar days after receipt of the final written decision regarding the grievance.

Section 2. Within 7 calendar days from the date of the decision to invoke arbitration, the grieving party shall request the Federal Mediation and Conciliation Service to provide a list of 7 names of impartial persons qualified to act as arbitrators. The parties shall meet within 7 calendar days after receipt of the list for the purpose of selecting an arbitrator. If the parties cannot mutually agree upon one of the individuals listed, then the Employer and the Union will each strike one name from the list, in turn, and the remaining individual shall be the duly selected arbitrator. First strike shall be determined by the flip of a coin.

Section 3. If either party refuses or fails to participate in the selection of an arbitrator as specified in Section 2, unless there is a delay by mutual agreement of both parties, the Federal Mediation and Conciliation Service shall be empowered to make the designation of an arbitrator.

Section 4. All fees and expenses of the arbitrator will be shared equally by both parties.

Section 5. The arbitration hearing will be held, if possible, on or near the Employer's premises during the regular duty hours of the Center. If space is not available within the Center, the Employer will arrange suitable space at no cost to the parties. All participants employed by the Employer will be in a duty status.

Section 6. The arbitrator will be requested to render a decision within 30 calendar days after the conclusion of the hearing.

Section 7. The arbitrator's award shall be binding on both parties. Any dispute over the application of an arbitrator's award may be returned by either party to the arbitrator for settlement or clarification.

Section 8. Either party may file an exception with the Federal Labor Relations Authority (FLRA) under the criteria established by law for such exceptions. It should be noted that when exceptions are filed, awards may be remanded to the Arbitrator by the FLRA.

ARTICLE XXIII - ARBITRATION cont

Section 9. Except as mutually agreed by the parties, arbitration under this article will be conducted as oral proceedings without verbatim transcripts and filing of briefs, In the event of disagreement, the party requesting the verbatim transcript will pay for same.

Section 10. Arguments concerning the issues of grievability or arbitrability of a grievance will be heard at the same time as those arguments concerning the merits of the case unless by mutual agreement of both parties.

Section 11. Reasonable attorney fees may be awarded as provided for in Title 5, United States Code, Section 7701 (g).

Section 12. If no exception to an arbitrator's award is filed during the 30 calendar day period (beginning on the date of such award), the award shall be final and binding. The Employer and/or the Union shall take the action(s) required by the arbitrator's final award. The award may include the payment of backpay as provided for in Section 5596 of Title 5, US Code.

ARTICLE XXV - EFFECTIVE DATE AND DURATICN OF AGREEMENT

Section 1. This agreement as exea.1ted by the parties will remain in full force and effect for a three year period from the date signed by the Commanding Officer of AVC and ratification by the Union, whichever is latest, or in accordance with Section 7114(c) of Title VII. Either party may give written notice to the other not more than 90 days nor less than 60 days prior to the expiration date for the purpose of renegotiating this agreement. Such notice must be acknowledged upon receipt and the parties will meet within 14 calendar days thereafter to negotiate ground rules. If the renegotiation has not been completed and approved by the expiration date, this agreement will remain in force until a new one is approved.

Section 2. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed f ran year to year. The automatic renewal date shall become the new effective date. A meeting will be held and documentation prepared and signed validating the renewal and the new effective date.

Section 3. If either party finds its interest adversely affected by any provisions of this agreement and wishes to reopen negotiations on any of the articles contained herein, it shall be written notice to the other party within 30 calendar days prior to the 18 months anniversary date of the agreement. Such notice will be acknowledged upon receipt and the parties will meet within 14 calendar days following receipt of the written proposal(s) from the party who initiated the reopening.

Section 4. If, at any time during the life of the agreement, either party desires to supplement or amend the agreement, they shall serve notice on the other party of such a desire and if other party agrees to negotiate such a supplement or amendment, the parties will meet at a mutually agreed upon time for such purpose. This will in no way negate the meet and confer obligations established by law.

Section 5. Changes in laws or regulations of appropriate authorities which invalidate article or sections of this agreement will not have the effect of invalidating the total agreement. The parties will meet for the purpose of bringing the affected provisions into conformance within 14 calendar dates of request by either party.

Section 6. Any supplements or amendments agreed upon by the parties will be reproduced and disseminated to all bargaining unit employees.

Section 7. All time limits in this article may be extended by mutual agreement of the parties.