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IDnum 242 **Language** English **Country** United States **State** DE

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 2004

| Occupations Represented |
|---|
| Counselors |
| File clerks |
| Secretaries and administrative assistants |

Bargaining Agency The State of Delaware Department of Services for Children, Youth and Their Families

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear **EndYear**

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Notes

Contact

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COLLECTIVE BARGAINING AGREEMENT

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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 2004 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. Any such Union designee shall be from this bargaining unit.

1.3 In the interest of the Division and its employees, the State agrees that it will not initiate or condone any action that would violate any of the following:

1.31 The articles and stipulations put forth in this collective bargaining agreement.

1.32 The Delaware Code.

1.33 Rules and regulations stipulated by the Delaware Public Employee Relations Board.

1.34 The Fair Labor Standards Act.

1.35 The Family and Medical Leave Act.

1.36 Sections 1.34 and 1.35 are not subject to the grievance procedure.

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 the following non-supervisory employees of the Division of Youth Rehabilitation Services, State of Delaware, classified as originally certified by the State Department of Labor in Case No.

77, October 16, 1969:

Youth Rehabilitation Counselors I, II & III

Physical Plant Maintenance / Trades Mechanic

Groundskeeper

Account Technician

Secretary

Youth Care Worker / Cook

Transportation Court Coordinator

Transportation Court Escort

Clerks

2.3 .Any other employee not listed above shall be excluded

Article 3 - Union Dues Deduction and Security

3.1 All employees in the bargaining unit for more than 30 days, including casual, durational, seasonal and temporary, 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 to the duly elected Treasurer of Local 2004 twice monthly within 10 days of each regular pay day in the month. A dues check off list will be submitted with all checks to the Treasurer of Local 2004. Dues or service fee deductions shall be noted in the Union dues slot on all pay stubs.

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 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.

3.6 Accredited representatives from the American Federation of State, County and Municipal Employees, AFL-CIO, Council 81 shall be permitted to present information regarding the Union to new employees for ½ hour during their initial orientation training.

Article 4 - Management Rights

4.1 The State has the exclusive right to manage its operations and direct its workforce, except as modified by the specific terms of this Agreement.

Article 5 - Union Representation and Stewards

5.1 Employees shall be represented for the purpose of grievance adjustment and interpretation of this Agreement by the following accredited Union Officers and Stewards, who must belong to the bargaining unit of the employees they represent:

Administrative Units

Shop Stewards

- (2) Stevenson House (Milford) (one day, one night)
- (2) New Castle County Detention Center (one day, one night)
- (5) Ferris School (Minimum-one per shift)

5.2 An increase or decrease of employment in any administrative unit, or as administrative units are increased or decreased, shall result in an adjustment in the number of Stewards by agreement of the parties. Only one Steward in an administrative unit will deal with a particular grievance, and will receive work time release to attend required grievance meetings.

5.3 The Union agrees that new employees in a probationary status shall not be eligible to serve as a Union Steward or Officer.

5.4 The President of the Union, the Union Negotiating Committee and / or Stewards may leave their places of work without loss of pay with the understanding that the time will be devoted to collective bargaining negotiations and the proper investigation and processing of grievance(s) as specified herein. With respect to regularly scheduled monthly membership meetings, only the Union President will be permitted to attend on work time and without loss of pay.

5.5 Unless an emergency, which will be defined by the Division Director, exists, the supervisor will grant such employees the approval to leave their place(s) of work. The employee with Union business, as defined in Section 5.4, shall provide his / her supervisor with an advance notice of such business.

5.6 The President of the Union, Stewards and employees shall, upon leaving from and returning to their work location, report to the appropriate Youth Rehabilitation Supervisor (NCCDC, Stevenson) or Youth Treatment Supervisor (Ferris) who will log the departure and return time. This log will be countersigned by the appropriate Union official upon his / her return to work.

5.7 Such employees will continue to work at their assigned occupation except when required to process grievances as provided herein.

5.8 Division employees whose attendance is required at grievance proceedings may attend hearings or conferences during their regularly scheduled work period without loss of compensation. Requests by the Union for attendance of such employees at grievance hearings shall be made to the employee's supervisor. Requests by the Union for attendance of such employees at arbitration hearings shall be made to the Department Human Resources Administrator.

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.

6.4 The State and the Union shall share equally the responsibility for applying the provisions of this Article.

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 4. The union may grieve an alleged violation of its rights under this Agreement. A system-wide grievance is one which affects more than one administrative unit of the Division.

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.

Step 1: Immediate Supervisor

7.3 Any employee who has a grievance shall, within 10 working days of the occurrence or knowledge of the occurrence, with the Union Steward, discuss the grievance or dispute with the immediate supervisor. The immediate supervisor shall attempt to adjust the matter and respond in writing within 2 working days.

Step 2: Facility Superintendent / Program Administrator

7.4 If the Step 1 decision is unsatisfactory, the Union shall have the right, through the President, to appeal the grievance to the Facility Superintendent / Program Administrator. Such an appeal must be made in writing within 3 working days after the Step 1 decision. The appropriate manager shall arrange to hear the appealed grievance at the earliest possible date; however, the meeting shall be held within 10 working days from the date the appeal is received from the President.

7.41 The meeting shall be attended by the aggrieved employee, the President, and the Steward of the Administrative Unit.

7.42 The State shall be represented in the meeting by the appropriate manager and other persons invited by that manager who can provide information relevant to the grievance. The manager shall submit a decision in writing within 4 working days.

7.43 A representative from Council 81 and a representative from the department Personnel office will attend the hearing at Step 2.

Step 3: Secretary, Department of Services for Children, Youth and their Families

7.5 If the Step 2 decision is unsatisfactory, the Chairman / President may, within 5 working days after the decision, file an appeal to the Secretary. Such request for an appeal meeting shall be made in writing. The Secretary shall hold such meeting within 10 working days and shall give a decision in writing not later than 10 working days following the meeting.

7.51 The meeting shall be attended by the aggrieved employee, the President of the Union, the Steward of the Administrative Unit (or their designee who shall be members of this bargaining unit). This meeting may also be attended by a representative of AFSCME Council 81, which shall constitute the Union Grievance Committee.

7.52 The State shall be represented in the meeting by the Secretary, a representative from the Department Personnel Office and other persons invited by the Secretary who can provide information relevant to the grievance.

Step 4: Pre-Arbitration

7.6 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 15 working days of the Step 3 response and a meeting shall be scheduled with the Union within 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.

Arbitration

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

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

7.72 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.

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

7.74 The Arbitrator shall limit decisions strictly to the application and interpretation of the provision of this Agreement.

7.75 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.

7.76 The fee for the Arbitrator's service and expenses, the American Arbitration Association, and the cost of the proceedings shall be paid by the losing party. 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.

7.77 The State shall permit all persons pertinent to the grievance and including those requested by the grievant, 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.

Alternative

7.8 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 Personnel Commission pursuant to Merit Rule 20.034.

Special Rights of the Parties

7.9 Appeals from dismissals, suspensions or unsatisfactory Employee Performance Evaluations may be initiated at Step 3 of the Grievance Procedure. Appeals from other disciplinary activity, at the option of the employee, may be initiated at Step 2. System-wide Grievance may start at Step 2.

7.10 No bargaining unit employee shall be subject to fines as means of disciplinary action for the life of this Agreement.

7.11 As provided by the Delaware Code Title 10, Section 3925, employees, in a criminal or civil action against them arising from their State employment, shall be entitled to petition the court for a court-appointed attorney to represent their interest in the matter. In addition to the right of representation, employees shall be indemnified by the State against any expenses, judgments, fines and costs, actually and reasonably incurred by employees in defending against the action, suit or proceeding providing:

- The act or omission complained of arose out of and in connection with the performance of an official duty:

- The act or omission complained of was done in good faith and in the belief that the public interest would best be served thereby; and
- The action or omission complained of was done without gross or wanton negligence, in accordance with Title 10, Sections 40011 and 4002 of the Delaware Code as amended.

Article 8 - Probationary Employment Period

8.1 All full-time, newly appointed employees shall be subjected to a probationary employment period of 6 months including a training period for the Youth Rehabilitation Counselors series plus other training as required by accreditation. The probationary period may be extended by mutual agreement of the parties.

8.2 During the probationary employment period, such employees may be discharged without the same causing a breach of this Agreement or constituting a grievance.

8.3 Provisions of this Agreement governing work schedules and lateral transfers shall not apply to employees during their probationary period.

Article 9 - Promotion

9.1 Whenever a vacancy for a higher salaried position becomes available, the Department Personnel Office shall distribute an announcement of the vacancy for posting on bulletin boards in areas available to all employees Department-wide. All vacancies to be filled shall be posted for 5 calendar days with 2 days mailing time. Closing date and time shall be specified on the posting. Management shall use the above procedure to the extent possible in promoting employees to positions not in the bargaining unit. Any appeal after Step 4 shall be processed through Merit procedure.

Article 10 - Disciplinary Action

10.1 Any disciplinary action up to and including dismissal shall be for just cause.

10.2 Prior to the implementation of a suspension or dismissal action, employees shall be notified in writing that such 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.

10.3 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.

10.4 The pre-suspension or pre-termination hearing shall be held within a reasonable time after the employee had requested such hearing in compliance with 10.3.

10.5 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.

10.6 Any employee failure to comply with the requirement set forth in 10.3 shall be treated as a waiver of any rights set forth in 10.3 through 10.5.

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

10.8 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 3 of the grievance procedure.

10.9 Employees shall be entitled to Union representation at each step of the disciplinary procedure.

10.10 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.

10.11 Fines shall not be imposed as a disciplinary measure.

10.12 The State agrees to use progressive discipline where appropriate.

Article 11 - Seniority

11.1 Seniority shall be defined as total accumulated service within the bargaining unit and shall be used for all purposes including, but not limited to, layoffs, recall, bumping, transfer and vacation scheduling.

For purposes of layoff, no employee will be allowed to bump into a position of a higher paygrade or classification.

11.2 Before any new employee shall be hired into any position from which employees have been laid off, relocated or reassigned through workforce transition, all such employees shall be recalled to their respective position in the reverse order to that which they were separated from.

Article 12 - Lateral Transfers

12.1 Selection for transfer shall be made on the basis of ability and fitness. Ability and fitness will include the following job criteria: performance evaluations, qualifications as described in the job classification, seniority and the results of an interview.

12.2 First preference will be given to those bargaining unit employees within the Administrative Unit where the vacancy occurs. Next consideration will be given to bargaining unit members in other Administrative Units.

Article 13 - Standard Work Week

13.1 The standard work week for all full-time employees shall be 37.5 hours. The standard work day shall be 8:00 am to 4:30 pm, with a one hour lunch period. Deviation may be authorized by the appointing authority to meet operational needs. Cases of continuing or permanent schedule deviation shall be subject to the approval of the Director.

Standard hours of work for non-shift employees are 8:00 am to 4:30 pm except as follows:

- Maintenance staff of Ferris School - 8:00 am to 4:00 pm.
- Cooking staff of Ferris School - Cooks working at Ferris will continue working their same shift and post assignment held prior to the signing of this Agreement.
- Cooking staff at Stevenson House - Cooks working at Stevenson House will continue working their same shift and post assignment held prior to the signing of this Agreement.

13.2 Maintenance staff may participate in a Pilot Program where they may work a compressed work week. This program will automatically terminate in 6 months, unless the parties mutually agree to extend it. The Division Director reserves the right to terminate the Pilot Program or the extension thereof by giving 30 days advance notice.

Article 14 - Exception to Standard Work Week Continuous Operations

14.1 Continuous operations are necessary 24 hours a day, 7 days a week. Such operations require regularly scheduled work on Saturday, Sundays, and holidays. Employees in continuous operations shall be assigned to a fix schedule, except cooks, and except as noted herein.

14.2 The current work shifts are as follows:

NCC Detention Center / Stevenson House:

1st shift 7:00 am to 3:00 pm

2nd shift 3:00 pm to 11:00 pm

3rd shift 11:00 pm to 7:00 am

Ferris School:

1st shift 6:00 am to 2:00 pm

2nd shift 2:00 pm to 10:00 pm

3rd shift 10:00 pm to 6:00 am

14.3 The schedule for employees assigned to continuous operations shall provide for one or more days off following 5 consecutive days of work within the schedule posted.

14.4 Employees in continuous operations who were hired prior to September 1, 1991 shall, as long as they stay in the job classification and shift held as of that date, receive every other weekend off as a part of their regularly scheduled days off unless:

14.41 There is not a sufficient pool of casual employees to provide minimum coverage; or

14.42 There is a pattern of sick leave abuse by employees; or

14.43 Excessive unpaid leaves causing scheduling problems.

Should any of the above occur, the work schedule may be modified with as little variance as possible until the problem which cause the change is rectified.

14.5 Stevenson House shall maintain its current schedule, subject to change in accordance with 14.10.

14.6 The Union will meet with the facility Superintendent of New Castle County Detention Center to discuss an alternative schedule for New Castle County Detention Center. If the schedule is mutually agreeable, it shall be implemented, subject to change in accordance with 14.10.

14.7 The working schedule outlined above is not to be construed as a guarantee of hours of work or by a restriction of the State's scheduling of employees to work additional hours.

14.8 Work schedules for the coming month shall be posted at least 7 calendar days prior to the first of the month. Changes in the schedule as posted will be discussed prior to the change with the employees affected.

14.9 All employees at the signing of the 1991-1994 Agreement working their present shifts will remain on their shifts unless a change is requested in writing by the employee, or for emergency reasons relating to the security of the institution.

14.10 Prior to any systematic change in existing work schedules, the State will give the Union 45 days advance notice. Within 7 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.

Article 15 - Division of Overtime

15.1 Overtime will be distributed by classification series, within an administrative unit, in seniority order.

15.2 Employees who desire overtime shall sign the Overtime Book indicating shift and days available for overtime work. This shall be distributed on a rotating seniority basis.

15.3 If sufficient coverage cannot be obtained under 15.2, casual / seasonal employees who have signed up in a separate book shall be offered the opportunity to work on a rotating basis by seniority.

15.4 If sufficient coverage is still not available and there are no volunteers from the shift working, employees may be frozen on a rotating basis in inverse order of seniority by classification series.

Article 16 - Performance Review

16.1 Employees shall have the right to register written comments about their Performance Review. These comments shall be attached to the Performance Review and placed in the employee's personnel file.

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

16.3 The State shall encourage and assist the appointing authorities to initiate and develop programs which will improve the work effectiveness and morale of its employees, including safety, health, welfare, recreation, counseling and employee labor relations.

16.4 The State agrees that conferences shall be held as needed between employees and their immediate supervisors to insure that nothing will come as a surprise to either party at the time of the review. The State agrees that all employee Performance Reviews will be processed by the time they are due; i.e., anniversary date, completion of probationary period.

16.5 Employees shall be evaluated at the time of their separation or transfer and upon any change of supervision if not evaluated in the last 6 months. Such record shall become part of the employee's personnel file.

16.6 Evaluations shall be made by the immediate supervisor of each employee, and they shall be approved by the next supervisory level of authority. Supervisors leaving their position shall be required to submit Performance Reviews on all employees under their supervision who have not been evaluated within the previous 6 month period.

16.7 The State agrees that evaluators shall note special performance through commendatory formal contacts and mention positive aspects of duty performance in Employee Performance Reviews.

16.8 Overall satisfactory reviews may be appealed through the grievance procedure up to the Secretary's level (Step 3) and will not be subject to arbitration.

16.9 Unsatisfactory requests which result in a denial of a standard general pay increase are subject to the grievance procedure and may be taken to arbitration.

16.10 Upon request, employees shall have the right to Union representation at the presentation of a Performance Review.

Article 17 - Bulletin Boards and Union Room

17.1 Adequate bulletin boards will be placed in each Administrative Unit where notices of official Union matters may be posted by the Union.

17.2 The Union may post appropriate material pertaining to Union matters such as appointments, meeting announcements, social events and union election results, but excluding the 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, any material which may be detrimental to the Labor-Management relationship may not be posted.

17.3 The State will provide a room for the exclusive use of Union officials and Stewards for storage of Union materials and privacy for interviewing grievants. The area is to be used only for bonafide grievance investigations, is to be locked when not in use, and is not to be used by unauthorized personnel.

Article 18 - Labor-Management Cooperation

18.1 A Labor-Management Committee shall hold regular quarterly meetings at the Divisional level and regular monthly meetings at the 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.

18.2 The parties shall exchange agendas for those meetings one week prior to the meetings. Minutes of the meetings shall be exchanged within a week after the meeting. When the meetings are held at the Divisional level, the Division Director will attend these meetings.

Article 19 - Safety and Health

19.1 The State will continue to maintain safety and health practices in order to minimize accidents and protect employees from a safety and health standpoint while on its premises.

19.2 The Union agrees that it will encourage its members to work safely and cooperate with the State to accomplish the objectives set forth herein. The implementation of safety and health procedures are appropriate topics for discussion at Labor-Management committee meetings.

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

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

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

19.33 The written report is endorsed by the Supervisor, Institutional Administrator and Division Director.

Article 20 - Work Rules and Regulations

20.1 The State may establish work rules and regulations not inconsistent with this Agreement. Prior to the establishment of any rule or regulation, management and the Union shall discuss the rule or regulation at the regular Labor-Management Committee monthly meeting. When established, copies of rules and regulations will be posted or given to each employee.

20.2 Should the Union allege that a work rule or regulation is inconsistent with this Agreement, it may resort to the grievance procedure at Step 2. If an satisfactory settlement of the issue is not made, it may be appealed by the Union to arbitration in accordance with article 7 if the subject matter is negotiable under Delaware Law.

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

Article 21 - Visitation

21.1 Accredited representatives of Council 81 of the American Federation of State, County and Municipal Employees, AFL-CIO, upon request, shall be admitted to an Administrative Unit of the Division during work hours except in emergency security situations, with the approval of the Superintendent, or Administrator, of the purpose of investigating specific grievances and to ascertain whether or not this Agreement is being observed by the parties. They shall also have access to the working areas of each bargaining unit employee in order to better understand the working mechanics of each bargaining unit job classification. The Union agrees that such visitation is not to interfere with employee's performance of their duties.

Article 22 - Waiver and Alteration of Agreement

22.1 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions contained herein shall be made by any employees with the State, and in no case shall it be binding upon the parties unless agreement is made and executed in writing between the parties hereto and same has been ratified by the Union. A waiver of any condition of this Agreement, by either party, shall not constitute a precedent in any future enforcement of the terms and/or conditions set herein. It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws or the Rules of the Merit System Administration, as noted in Merit system Rule 1.0100, that such part shall be suspended and the appropriate mandatory provision shall prevail or the parties shall negotiate a substitute for the invalidated provision and the remainder of this Agreement shall not be affected thereby.

Article 23 - Strikes and Work Stoppages

23.1 During the life of this Agreement, there shall be no strikes, direct or indirect. There shall be no lockout during the life of this Agreement.