

A G R E E M E N T

between

DISTRICT OF COLUMBIA PUBLIC LIBRARY
DISTRICT OF COLUMBIA GOVERNMENT

and

LOCAL 383, AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES

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AGREEMENT

Between the District of Columbia Public Library and the
American Federation of Government Employees (AFGE), Local
383.

PREAMBLE

This Agreement entered into between the District of Columbia Public Library and the American Federation of Government Employees (AFGE), Local 383, has for its purpose the promotion of harmonious relations between the District of Columbia Public Library and Local 383, AFGE; the establishment of an equitable and orderly procedure for the resolution of differences; the promotion of the efficient operation of the District of Columbia Public Library; and the protection of the rights and legitimate interests of the non-supervisory members of the Library Special Police of Local 383, and the District of Columbia Public Library.

In this Agreement the District of Columbia Public Library hereinafter is referred to as the Library and the American Federation of Government Employees (AFGE), Local 383, hereinafter is referred to as the Union.

ARTICLE I

RECOGNITION

Section 1: The Library recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employees of the Library Special Police, of the D. C. Public Library.

Section 2: This contract is applicable to all employees in the Special Police, other than supervisors, confidential secretaries or any employee engaged in personnel work in other than a purely clerical capacity.

ARTICLE II

UNION SECURITY

Section 1: Voluntary Membership

Employees in the bargaining unit covered by this Agreement are free to join or refrain from joining the Union. The term and conditions of this Agreement and the representation by the Union shall be extended to all without regard to Union membership. No payment of dues or other fees shall be made a condition of employment.

Section 2: Dues Checkoff

The Employer agrees to deduct Union dues biweekly from the pay of employee members upon proper authorization. The employee must complete and sign Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer in writing by the appropriate official of AFGE 383. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received but in no case will changes be made retroactively. Union dues withholding authorization may be cancelled upon written notification to the Union and the Employer within the 30 day period prior to the annual anniversary date of this Agreement. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section 3 of this Article.

Section 3: Service Fees

In keeping with the principle that employees who benefit by the Agreement should share in the cost, the Union shall require that employees who do not pay Union dues pay a service fee equal to the biweekly union membership dues that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 60% of the employees in the local are members of the Union.

Section 4: Cost of Processing

The Employer shall deduct \$ per deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted. This amount represents the fair value of the cost to the Employer for performing the service of payroll deduction.

Section 5: Hold Harmless

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of deduction dues or other fees, the amount held to be improperly deducted from an employee(s) pay, and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

Section 6: Payroll Deduction of Dues

The Employer agrees to biweekly deduct membership dues from the pay of each employee who is a member of the Union. The amount to be deducted shall be certified to the Employer by the duly authorized Officer of AFGE, 383. The aggregate biweekly deductions for all employees shall be remitted biweekly.

ARTICLE III

MANAGEMENT RIGHTS

Section 1: In the administration of all matters covered by the Contract, officials and employees will be governed by established library procedures and where applicable the provisions of existing or future laws and regulations as they may be enacted or amended including policies set forth in the District Personnel Manual.

Section 2: Management shall retain the sole right, in accordance with applicable laws and regulations, (1) to direct employees of the agency, (2) to hire, promote, transfer, assign, and retain employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for just cause, (3) to relieve employees from duties because of lack of work or for other legitimate reasons, (4) to maintain the efficiency of the D. C. Government operations entrusted to them, (5) to determine the mission of the agency, its budget, its organization, the number of employees, and the numbers, types, and grades of positions of employees assigned to the organization unit, work project or tour of duty; the technology of performing its work; or its internal security practices; and (6) to take whatever actions may be necessary to carry out the mission of the District Government in situations of emergency.

Section 3: To the extent administrative directives of the Library are in conflict with this Contract, the provisions of the Contract will apply, except as stated in Section 1 regarding changes in laws.

ARTICLE IV

EMPLOYEE RIGHTS

Section 1: Any employee has and is protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union. Except as limited in this Agreement, 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 the organization's views to officials of the Library or D. C. Government. These rights do not extend to participating in the management of a labor organization, or to acting as a representative of any such organization, where such participation would result in a conflict of interest, or otherwise be incompatible with law or the official duties of the employee. This provision does not preclude any employee from membership in the Union.

Section 2: Employees shall not be precluded from exercising grievance or appellate rights established by law or regulations; or from choosing their own representative in an appellate action, except when presenting a grievance under the Negotiated Grievance Procedure Article of this Agreement.

Section 3: The Provisions of the contract shall apply to all bargaining unit positions. Employees have the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or established policy.

Section 4: The Library affirms the right of employees to conduct their private lives as they desire. In the performance of official duties employees will be guided in their conduct by the Code of Conduct for Government Employees. Only in situations when an employee's behavior or conduct off the job, i.e., in his/her personal life, is of such nature as to preclude the employee from satisfactorily performing his/her duties as an employee or is not consistent with applicable laws, regulations, or published policy, will the conduct be of concern to the Employer.

Section 5: The Union and the Library will encourage but not require employees to participate in the One Fund Drive, bond drive, etc.

Section 6: The Library shall not request an employee to make a report concerning any outside activities or undertakings unless such activities or undertakings are related to employment or security clearance, to the performance of official duties, or to the development of skills, knowledge or abilities which qualify him/her for the performance of such duties or unless there is a documented reason to believe that the employee is engaged in outside activities or employment which is subject to reporting under the Code of Conduct.

Section 7: The Parties agree that employees should present their work related problems to the lowest level of supervision which can deal with such problems. However, an employee has the right to communicate with a Union representative, an Equal Employment Opportunity representative, concerning personnel policies, practices, or general working conditions. When an employee seeks a meeting with one of the above officials (or his/her designee) or representative, the employee shall request to be excused by the immediate supervisor. Appointments with Library officials will be arranged at a mutually agreeable time. Details and/or subject of such visits need not be revealed to management. No record of the details of such meetings or requested meetings will be obtained or kept by the supervisor(s) unless it is the official with whom such meeting is requested. No action can be taken against the employee for requesting such meeting.

Section 8: The Library will provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits, insurance and assisting employees in preparing all necessary retirement papers.

ARTICLE V

UNION RIGHTS AND REPRESENTATION

Section 1: The Library shall in no way restrain, interfere with, coerce or discriminate against designated representatives of the Union in the exercise of their responsibilities as representatives for the purpose of collective bargaining, handling of grievances and appeals, furthering effective labor-management relationships, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees or in the handling of grievances, appeals, and other appropriate matters with respect to employees within the bargaining unit.

Section 2: A reasonable number of stewards, not to exceed two (2) shall be designated by the Union and recognized as employee representatives for employees in the Unit. The Union will supply the Library with the names of the stewards, which shall be posted on appropriate bulletin boards. The Union will notify the Library, in writing, of any changes in the roster of stewards.

Section 3: It is recognized that during the life of this Agreement, changes in law, regulations of appropriate authorities or decisions of appropriate authorities may necessitate changes in personnel policies, practices, or other matters affecting working conditions. When and if such occurs, the Employer, will meet and confer with the Union.

Section 4: A Steward may receive complaints and grievances of employees during duty time from employees in the Unit. Should it become necessary for a Steward, or an employee covered by the provisions of this Contract to leave his work area, he shall receive permission from his supervisor and the supervisor of the section he intends to visit. The Steward, or employee, will report to his supervisor when he/she returns to his/her work station.

Section 5: Duly designated non employee representatives of the Union will be admitted to the installation to meet with employee(s) during non-duty hours.

Section 6: The Parties recognize that Union Officers and Stewards are responsible for performing both their duties as Union Officials and their duties as employees. If an officer's or steward's use of official time in carrying out representational duties under this Agreement, unduly interferes with the proper performance of duties as an employee,

the Library agrees to first discuss the matter with the Union before taking appropriate action.

Section 7: Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Library shall at the written request of the employee and the Union be granted a leave of absence without pay. The initial leave of absence shall not exceed one (1) year. Leaves of absence for Union officials may be extended. No more than one (1) employee of the bargaining unit shall be on such leave at the same time.

The Library agrees that administrative leave not to include travel or per diem may be granted to the employee representatives to attend training approved by the District Personnel Office which is of mutual benefit to the Library and the Union. Requests for training will be forwarded to the Personnel Officer, D.C.P.L., at least ten (10) working days in advance or as soon as possible, stating the purpose of training and/or agenda. Administrative leave will not be allowed for internal union business.

ARTICLE VI

GENERAL PROVISIONS

Section 1: General

It is recognized that during the life of this Agreement, changes in law, regulations of appropriate authorities or decisions of appropriate authorities may necessitate changes in personnel policies, practices, or other matters affecting working conditions. When and if such occurs, the Employer will meet and confer with the Union.

Section 2: Union Activities on Library Time and Premises

The Library agrees that staff members in the bargaining unit designated by the Union as its representatives within the limits imposed by this Agreement shall be allowed to perform the following activities on the Library's premises without loss of pay during the working hours.

1. Post Union notices on designated Union bulletin boards at his/her work site.
2. Attend negotiating sessions with the Management.
3. Meet with appropriate Library officials at mutually agreed meetings.

Any solicitation of Union membership, distribution of literature, and other internal Union business on the library premises shall be confined to the non-working time of employees involved.

ARTICLE VII

SENIORITY

Section 1: Definition

Seniority means an employee's total length of service with the Library's Special Police which entitles the employee to certain considerations specifically provided for elsewhere in this Contract.

Section 2: Seniority Lists

Upon request, the Library shall compile a seniority list for employees covered by this contract. The seniority list will consist of name, unit, job title and seniority date. The list will be in seniority order.

ARTICLE VIII

PROMOTIONS

Section 1: Merit Promotion Policy

Promotions in the Library are implemented under the procedures of the Library's Merit Promotion Plan. The purpose of these procedures is to make possible the selection by the Management of the best qualified applicants for vacancies in the Library.

Section 2: Advertising Vacancies

All vacancies offering promotional opportunity shall be made know through the media of published position vacancy announcements which shall be kept open for a minimum period of fourteen (14) calendar days. Such vacancy announcements shall be posted on bulletin boards designated for this purpose. The Union shall be furnished a copy of all such vacancy announcements.

Section 3: Basic Eligibility

The Library's Personnel Department shall establish minimum qualifications for the positions involved, and shall review all applications for filling vacancies in order to establish basic eligibility. Applicants who do not meet minimum qualifications, as specified in the vacancy announcement, will not receive further consideration.

Section 4: Panel Evaluation/Criteria

1. Evaluation Panels will follow the guidelines outlined in the Merit Promotion Plan. A Union representative will be present at all panels involving promotional opportunities for bargaining unit members.
2. In filling vacancies offering promotional opportunity, the following evaluation criteria shall apply:
 - a) Scope and quality of experience;
 - b) Education, as directly related to the position;

- c) Skills and knowledge;
 - d) Pertinent training and self-development;
 - e) In the event of a tie, the length of service shall be used and shall prevail.
3. The following shall serve as advisory information (not all inclusive) for the evaluation panel:
- a) Supervisor's performance rating as related to the quality of work (annual performance evaluation);
 - b) Candidate's time and attendance record.

Section 5: Ranking and Selection

1. Following the interviews and resulting evaluation of all eligible candidates, an evaluation session will be held to determine the total scores of individual candidates as rated by the panel as a whole. The highly qualified candidates will be divided from those merely qualified.
2. At the conclusion of the panel, the names of all highly qualified candidates will be certified on an Evaluation Panel Certificate. Their names will be arranged in order of rating scores, highest score first. In the case of a tie, the senior Library staff applicant will be listed first.
3. The Selecting Official, after considering the panel's recommendations, is entitled to make his/her selection from any of the first five (5) candidates certified to him/her as highly qualified.

Section 6: Reassignments/Details

1. Reassignments of employees without change in grade and pay are effected by the Management in the interest of best operations of the Library and are not grievable, unless specific violations of applicable rules and regulations are alleged, under this contract. Employees are entitled to submit to the Management an application for reassignment or to apply under competitive procedures for announced vacancies. In such situations the same criteria listed in Section 4 shall be utilized and such applicants will be listed separately on an

evaluation panel certificate from those seeking promotion.

2. Employee details to other divisions or positions in excess of thirty (30) days shall be documented and placed in his/her personnel file to be used as a reference qualification for job openings.

Section 7: Hiring at the Entrance Level

Hiring of new employees at the entrance level is not covered by, or grievable under, the provisions of this contract.

Section 8: Temporary Promotions

1. When determined that a temporary promotion will be made, the employee selected will be temporarily promoted for the expected duration of the need for his/her services in the higher grade, but the initial period may not exceed one (1) year. If his/her services are still needed in the higher grade after the initial period ends, the Library shall review the situation and determine whether it actually is a temporary one. If it is not, the position shall be filled permanently. If the situation continues to be temporary, it may be extended if the total period of the temporary appointment does not exceed two (2) years. If at any time a temporary promotion exceeds one (1) year, the Union shall be notified.
2. A Career Service appointee may be temporarily promoted without competition for a period not to exceed one hundred twenty (120) days.

Competitive procedures shall be used for a temporary promotion over one hundred twenty (120) days.

3. A temporary promotion will end as of the date specified on the Personnel Form 1. It may be extended or ended at any time, however, prior to this date upon official notification to the employee. Neither the adverse action, grievance procedures, or reduction in force procedures will apply if the temporary promotion is ended. The employee must be returned to his/her regular position from which promoted or placed in a different position in a grade no lower than his/her regular position.

ARTICLE IX

HOURS OF WORK

Section 1: Twenty-four (24) Hour Service

It is understood that inherent in the successful operations of the security control functions of the Library are 24-hours, seven (7) days a week guard services. Therefore, in order to assure such continuous service, assignments of guard personnel of the unit will be distributed among employees on as equitable a basis as possible to assure a balanced work force of qualified personnel.

Section 2: Workday - Workweek

Work schedules showing the employee's shifts, workdays and hours shall be posted on appropriate bulletin boards. Except in emergencies, employees will be given at least seven (7) days advance notice when their work schedule is to be changed.

Section 3: Shift Assignments

The current procedures of shift assignments will continue. If it becomes necessary to change the current procedure, the Library will meet and confer with the Union.

Section 4: Rest Periods

There will be a fifteen (15) minute rest period for each four (4) hours of work. Rest periods will be scheduled at the discretion of the Library. No employee may leave the work site during a rest period unless prior permission is granted by the supervisor for emergency reasons.

Section 5: Meal Periods

All employees will be granted a lunch period of at least 45 minutes for work that extends over six (6) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift. If the employee works scheduled overtime two (2) or more hours, he/she will be granted a fifteen (15) minute break prior to the start of the overtime period. To

accommodate the 45 minute lunch period 15 minutes will be added on to the scheduled work shift.

ARTICLE X

LEAVE

Section 1: Paid Leave

A. Annual Leave - Vacations

- 1). Annual leave will be earned as follows:
(based on full-time employment in a pay status)
 - a) Less than 3 years service - 4 hours each pay period;
 - b) More than 3 years service, but less than 15 years service - 6 hours each pay period, with an additional 4 hours in the 26th pay period;
 - c) 15 years service - 8 hours each pay period.
- 2). Leave for short periods of time, exceeding three (3) days, should be requested at least five (5) days in advance by the employee to his immediate supervisor or designee. Except for emergencies, all requests for three (3) days or less should be requested at least one (1) day in advance.
- 3). Annual leave may be accrued and accumulated in accordance with existing regulations. However, normally no more than thirty (30) days annual leave may be carried forward into the next leave year. Employees receive a lump sum payment for all annual leave not used at retirement, resignation or separation. Any accrued annual leave remaining to an employee's credit at the end of the leave year in excess of thirty (30) days shall not be forfeited if one of the following three conditions are met:
 - a) To correct an administrative error;
 - b) When the annual leave was scheduled in advance but its use denied because of exigencies of the public business;
 - c) When the annual leave was scheduled in advance but its use was precluded because of

illness or injury.

Vacation schedules shall be determined on the basis of employee requests and the needs of the Library. The schedule will be posted as early in the leave year as possible. It should provide for vacations on a staggered basis, when possible during the months of April through September. Scheduled conflicts in vacations will be resolved by the application of Seniority. Once vacation schedules are posted, changes may not be made except by mutual agreement of the parties concerned or in case of emergency.

4. Application for Leave

A. Any request for leave of absence in excess of three (3) days shall be submitted in writing five (5) days in advance by the employee to his immediate supervisor. The request shall state the length of time off the employee desires. Call in for emergency annual leave shall be at least one (1) hour before the start of the scheduled shift, and will state the reason for the requested leave and the duration.

B. Funeral Leave for Military Death

Funeral leave not to exceed three (3) work days shall be granted to an employee in connection with the funeral or memorial services for an immediate relative who died as a result of wounds, disease or injury incurred while serving as a member of the armed forces in a combat zone. For this purpose immediate relative is defined as a spouse, and parents thereof; children, including adopted children, and spouses thereof; parents, brothers and sisters and spouses thereof; and any person related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

C. Reserve Components

Members of reserve components of the armed forces are entitled to leave with pay for a maximum of fifteen (15) calendar days in any calendar year upon submission of the proper

orders. Members of the D. C. National Guard, are entitled to unlimited military leave without loss of pay for all days of service for any parade or encampment which the D. C. National Guard, or any portion thereof, may be ordered to perform by the Commanding General, but does not include time spent at weekly drills and meetings of the D. C. National Guard. Notwithstanding the above, additional military leave with pay will be granted to members of a reserve component of the armed forces or the National Guard for the purpose of providing military aid to enforce the law for a period not to exceed twenty-two (22) work days in a calendar year.

D. Court Leave

Employees shall be granted a court leave with pay any time they are required to report for jury duty or to appear as a witness on behalf of the District Government or the U. S. Government.

E. Voting Time

Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, after making a request in advance, he/she may be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the polls open or leave three (3) hours before the polls close, whichever requires the lesser amount of time off.

F. Civic Duty

Employees required to appear before a court or other public body on any matter in which they are not personally involved shall be granted a leave of absence with pay unless paid leave is prohibited by Federal or District regulations or statutes.

G. Other

Administrative leave may be granted for adverse weather conditions and for other purposes as

provided by applicable District Government regulations and under the provisions of this Agreement.

H. Sick Leave

1. Advanced Sick Leave

In accordance with the relevant provisions of the DPM, advanced sick leave may be granted to employees in case of serious disability or ailment.

Employees requesting such leave must submit satisfactory medical certification.

2. Regular Use of Sick Leave

- a) Accrued sick leave shall be granted to employees incapacitated by illness. Call in for sick leave shall be at least one (1) hour before the start of the scheduled shift and will state the reason and the expected duration. Unless there is an understanding of the anticipated duration of the illness, an employee should call in daily during the absence. An employee may be required to furnish evidence acceptable to the Library for any absences of more than three (3) days. Certification from a physician for shorter periods can be required if the employee has been individually verbally counseled, and informed of the requirement in advance in writing. The requirement is to be in effect for ninety (90) days, providing, improvement in the use of sick leave is demonstrated. The Union steward may also verbally counsel the employee concerning the proper use of sick leave.

All requests for sick leave for appointments which have been previously scheduled for medical, dental, optical treatment, diagnostic examinations, x-rays, or for any other purposes set forth in existing regulations, shall be requested at least five (5) days in advance whenever possible.

b) Accumulation

Employees shall start to earn sick leave from the date of their appointment at the rate of one-half day for each biweekly pay period, and shall accumulate sick leave as long as they are in the service of the Library.

c) Unused Sick Leave

Employees shall be credited without limit with unused sick leave by having such sick leave counted as time in service according to Civil Service regulations for retirement purposes. Sick leave for employees who terminate employment other than retirement shall remain to their credit for three (3) years.

Section II: Leave Without Pay and Leave of Absence

A. Leave Without Pay

1. Leave without pay is an approved absence from duty in a non-pay status. Eligibility for leave without pay is not dependent on a specific length of service and may be authorized whether or not the employee has annual leave to his/her credit. A grant of leave without pay may not exceed the duration of any employee's appointment.
2. Normally, leave without pay will not be approved unless there is definite expectation that the employee will return at the end of the period for which leave without pay has been requested.
3. The minimum charge for leave without pay is one (1) hour. All requests for leave without pay in excess of forty (40) hours must be submitted to the Personnel Department in accordance with prescribed procedures.

B. Leave of Absence

1. Leave of absence is normally granted in order to protect the length of service and benefit rights for an employee whose services might otherwise be

terminated. It shall be requested one month in advance, except for emergencies.

2. Leave of absence without pay may be granted at the discretion of the Director or one of his/her designated representatives.

Examples of situation, but not limited to them, which may be proper for leave without pay are:

- a) Educational purposes, if successful completion of the school or course would contribute to the work of the Library;
- b) Recovery from temporary illness or disability;
- c) Pending action by the Civil Service Commission on disability retirement;
- d) Employees elected to Union office or selected by the Union to do work which takes them from their employment.

Section III: Maternity and Parenthood Leave

Maternity leave before and following childbirth shall be granted at the request of the employee. The employee should report pregnancy as soon as it is known, and is further obligated to advise her supervisor substantially in advance of the anticipated leave date. This period of absence should be determined by the employee and her physician. Extensions of this period of absence for non-medical reasons shall be at the option of the Library. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay.

Paternity leave may be granted for a period of up to two weeks following childbirth, and may be extended at the supervisor's discretion. Such leave shall be annual leave, leave without pay, or a combination of both.

ARTICLE XI

HOLIDAYS

Section 1:

The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	January 15th
Washington's Birthday	the third Monday in February
Memorial Day	the last Monday in May
Independence Day	July 4th
Labor Day	the first Monday in September
Columbus Day	the second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	the fourth Thursday in November
Christmas Day	December 25th

and any special holidays recognized by the District of Columbia Government.

Section 2: All full time employees shall receive one day's pay for each of the holidays above on which they perform no work. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday. If a holiday is observed on an employee's scheduled day off, or the employee is on sick leave or vacation, he shall not be charged leave for the unworked holiday.

Section 3: When a holiday falls on an employee's regularly scheduled workday in his basic work week, that workday is the employee's holiday. When a holiday falls on the employee's regular day off, the employee's holiday will be either the last preceding workday or the first succeeding workday to the regular day off.

Section 4: If an employee is required to work on a legal holiday falling within his regular basic work week, he shall be paid at the rate twice his regular basic rate of pay for not more than eight (8) hours of such work. An employee is paid for overtime work performed on a Sunday or a holiday at the same rate as for overtime performed on another day.

Section 5: Work on holidays will be voluntary. However, if there are not enough employee(s) to cover the needs, employee(s) will be scheduled on a rotational basis.

ARTICLE XII

EMPLOYEE CORRECTIVE, DISCIPLINARY, OR ADVERSE ACTIONS

Corrective or disciplinary action may be taken in an effort to correct deficiencies in work performance or conduct of staff members. These actions will be effected only for such cause as will promote the efficiency of the service. Disciplinary action will be appropriate to the deficiencies to be corrected and other circumstances.

A. Corrective Actions

Corrective action may be taken only for just cause and shall include the following:

1. Counseling/Oral reprimand
2. Letter of warning/Direction
3. Written reprimand

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees.

B. Disciplinary Actions

Before issuing a notice of proposing a disciplinary action, the Library will make a careful inquiry into the facts and circumstances (discussion with the employee(s) involved, careful review of records, reports and proper personnel procedures). Whenever an employee believes that a discussion could lead to disciplinary action, he/she may ask for a Union representative to be present, and said discussion will be held in abeyance until the Union representative is present. Based on the inquiry, the Library will determine whether to institute disciplinary procedures.

Disciplinary action shall include the following:

Suspension of fourteen (14) calendar days or less

An employee who is to be suspended for fourteen (14) calendar days or less shall be given an advance written notice of at least fifteen (15) calendar days and shall have an opportunity to reply to the allegations against him/her prior to the proposed effective date of suspension. An employee's timely reply will be considered before the decision is made.

C. Adverse Actions

Suspension of more than fourteen calendar days, furlough without pay, reduction in rank or compensation and/or discharge

An employee who is to be suspended for more than fourteen (14) calendar days, furloughed without pay, reduced in rank or compensation, or discharged shall be given an advance written notice of at least thirty (30) full days and shall have an opportunity to reply to the allegations against him/her prior to the proposed effective date of the disciplinary action. Exception to the notice period will be in accordance with the provisions of Chapter 16 of the DPM. An employee's timely reply will be considered before the decision is made. The notice of decision shall be delivered to the employee at the earliest possible date. In the case of removal or a demotion, the Library shall deliver the notice to the employee at least five (5) days before the action is to become effective, except in those cases referred to in Chapter 16 of the DPM. Notices of decision shall be in writing, be dated, and inform the employee of the reasons for the action and of his/her right to appeal using the Grievance Procedures.

When an employee is personally presented with advance written notice of a proposed disciplinary action or a notice of decision imposing a disciplinary action, the Library agrees to furnish him/her with an extra copy of the notice. It is the responsibility of the employee to transmit this to his/her union representative or other person of his/her choice if he/she desires representation.

D. Emergency Provisions

Under authority of DC Code 1-606.4(b) (1981) exceptions may be made to the notice and answer requirements when the employee's conduct constitutes an immediate hazard to the agency, to the employee concerned or other employees or to the detriment of the public health, safety or welfare.

E. Absence Without Leave

Absence without leave (AWOL) is any absence from duty which has not been granted or approved in accordance with established policy and procedure. AWOL may be made a basis for disciplinary action only when the employee is charged in accordance with applicable District of Columbia regulations.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1: It is recognized that on occasion dissatisfactions and misunderstandings arise relative to the work situation. The method for seeking redress when such matters arise shall be set forth herein and shall be the executive procedure for the employees and the Union for resolving such matters.

Section 2: The matters for which employees seek redress include any dispute or complaint over the interpretation, application, or failure to abide by the terms of this Agreement and/or matters that affect working conditions and involve the application of law, of personnel policies, regulations or practices which are not specifically addressed in this Agreement. The sole exclusion will be those matters covered by statutory appeals.

Section 3: Any initiation of due process to resolve such matters will not reflect unfavorably upon those who exercise this option. The Library agrees that reprisal against individuals who exercise their rights under this Article will not be condoned. Every effort will be made by both parties to bring such matters to a satisfactory resolution at the lowest possible level. To this end there shall be good faith in interchange between the parties.

Section 4: A dispute between the parties as to whether it is a grievance or arbitrative matter, or is a matter subject to resolution through this procedure shall be referred to the D. C. Board of Labor Relations. In the event the D. C. Board of Labor Relations is abolished, matters of this section shall be referred to its successor organization!

Section 5: Reasonable time during working hours will be allowed for employees and Union Representatives to discuss, prepare and present grievances, including attendance at meetings with management.

Section 6: An employee not wishing Union Representation may represent himself/herself, however, the decision rendered at Step 3 will be final and cannot go to arbitration.

Section 7: Each Grievance filed at Step 2, 3, and 4 of the procedure shall contain:

1. Date Grievance Occurred
2. Local
3. Name of Steward or Union Officer Filing Grievance

4. Date Grievance Filed
5. Name of Grievant
6. Name of Library Official with whom Grievance was filed
7. Name of Grievance
8. Article and Section of Contract Violation or the Rules and Regulations of the Library or Law
9. Action Requested

Section 8:

- a) It is agreed that the time limits for responding commence on the date following receipt of the grievance, or response.
- b) Whenever a grievance is settled and all required actions are carried out, the Library agrees to notify the Union in writing. The Union agrees to notify the appropriate management official in writing that it considers the matter resolved and closed.

Section 9: If the grievance is submitted properly in accordance with the procedures prescribed below, and any District of Columbia Public Library official fails to act thereon within the time limits prescribed, the grievant is entitled to take his/her complaint to the next step. Time limits may be waived by mutual consent of the grievant and appropriate presiding officer. The Personnel Officer should be so informed.

Failure of the grievant or the grievant's representative to present the grievance or appeal within the procedures and time limits prescribed below shall be considered as a waiver of the grievance.

Section 10: Procedures

Step 1: The grievance shall first be taken up orally by the concerned employee and steward with the appropriate supervisor within ten (10) working days of the date of the action or the employee's or Union's knowledge of its occurrence. The supervisor shall respond orally or in writing to the steward and employee within five (5) working days.

Step 2: If the grievance is unresolved, it shall be presented in writing by the Union to the next level appropriate supervisor within five (5) working days after receipt of response at Step 1. The next level appropriate supervisor will meet with the grievant and union representative within five (5) working days, and respond to the Union within ten (10) working days after the meeting.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the Union to the Director, within five (5) working days after the response at Step 2 is received. The Director, or his/her official representative will meet with the grievant and the Union within ten (10) working days. The Director or his/her official representative will respond to the Union within five (5) working days of the meeting.

Step 4: Arbitration will only be invoked with the concurrence of the individual employee or employees involved, and within fifteen (15) calendar days from the date of the receipt of the decision at Step 3. The Director of the Library, or his/her official representative, or the Union may invoke arbitration by written notice to the other.

Arbitration

Within seven (7) calendar days from the date of the request for arbitration, either party may initiate a request to the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Library and the Union will each strike one arbitrator's name from the list of five (5) and then repeat this procedure. The remaining person shall be the duly selected arbitrator.

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

The arbitrator's fee shall be borne by the loser. If it is a split decision, the arbitrator will set and bill each party for the percent they should pay.

ARTICLE XIV

HEALTH AND SAFETY

Section 1: The Library will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage its members to work in a safe manner and to obey established safety practices and regulations.

The Library will take prompt action to correct any working conditions determined to be unsafe.

Section 2: The Library agrees to provide facilities for first aid and to make first aid kits immediately accessible to employees injured on the job. The Library also agrees to provide transportation for employees to public health services or other medical facilities immediately following an injury.

Section 3: The employer agrees, within limitations of budget and staff, to maintain equipment in a good state of repair. Employees will not be required to operate equipment which due to a defect would cause bodily harm. Any unsafe condition brought to the attention of the Library will be examined by an authorized official and corrective action taken, if necessary.

Section 4: The Library agrees to provide, at no tuition expense to the employee, training for the designated shop stewards in safety. If such training cannot be furnished by the Library, the latter will enroll the shop steward in appropriate courses.

Section 5: If an employee suffers an injury or becomes ill while in a duty status, the Library will give due consideration to assigning the employee to a light duty status. This course of action is predicated upon the assumption that the employee cannot perform his/her duties in a normal way and provided there is a light duty assignment available.

Section 6: Protective devices and other equipment necessary for the protection of employees from injury shall be provided by the employer, whenever such devices and equipment are necessary, and used by the employee.

Section 7: The employer agrees to take necessary steps to ensure the safety of employees who are required to work alone. The employer agrees to immediately review all present security/safety measures affecting these employees and to ensure that these procedures are known and carried

out by all employees. Where necessary, the employer agrees to revise and/or implement security measures for the protection of the employees. A continuous review of security/safety measures shall be the joint responsibility of Management and the Union.

ARTICLE XV

DISABILITY COMPENSATION

Section 1: Any employee who sustains a disabling job-related, traumatic injury is entitled to continuation of regular pay for a period not to exceed 45 days, subject to conditions and limitations of the Federal Employees Compensation Act, as amended. Annual or sick leave or leave without pay may be used for a period of disability subsequent to the 45 day period.

Section 2: The Library shall extend to employees who have suffered injuries or occupational diseases on the job all benefits provided by the Federal Employees Compensation Act, as amended.

Section 3: Any employee who by reason of injury on the job is disabled and cannot perform his/her assigned duties, may, upon request, be granted up to 240 hours of advance sick leave when accrued sick leave is not available to him/her.

Section 4: Any compensation which the employee has received during this 45 day period shall be reimbursed to the employer when disability compensation is approved.

Section 5: Any employees needing assistance or information regarding an on-the-job injury may contact their supervisor or the Personnel Department.

ARTICLE XVI

CONDUCT AND CONDITIONS OF EMPLOYMENT

Section 1: A District employee may not engage in any outside employment or other activity which is not compatible with the full and proper discharge of his/her duties and responsibilities as a D. C. Government employee.

Section 2: No employee of the Library shall engage in any kind of outside employment, private business venture, or other financial undertaking, while on sick leave.

Section 3: Employees are expected to maintain strict observance of the official hours of duty and shall report punctually at their regular place of duty at the beginning of each work day and at the termination of their lunch period.

ARTICLE XVII

PERSONNEL FILES

Section 1: The official files of all personnel within the units covered by this Agreement shall be maintained by the Personnel Department.

Section 2: Each employee shall have the right to request an appointment to examine the contents of his/her personnel file. The viewing of the file must take place in the Personnel Department with a Personnel Representative present.

Section 3: An employee shall have the right to question any material filed in his/her personnel file. It is further agreed that any record that is not disclosed to the employee cannot be used as a basis for a disciplinary action.

Section 4: No derogatory material of any nature which might reflect adversely upon the employee's character or Government career will be placed in his/her official personnel folder or any other file without the employee seeing or being aware of the document with the exception of material required by law to be kept. An employee shall be permitted to have a copy of any material in his/her personnel file.

Section 5: Upon written authorization by an employee, the Union representative may schedule an appointment to examine the employee's personnel file. The written authorization must be presented to the personnel representative before the folder can be viewed.

Section 6: Confidential Files Arrest reports from the Metropolitan Police, fingerprint records from the Federal Bureau of Investigation and other confidential reports will be maintained in a Confidential File apart from the Official Personnel Folder. No person shall have access to such file without written authorization from the Director or his designated representative.

ARTICLE XVIII

JOB DESCRIPTIONS

Section 1: Each employee within the unit will be supplied with a copy of his/her job description. The employee will be informed of any changes in a job description affecting his/her position prior to implementation and will receive a copy of the new job description.

Section 2: If the employee has any questions, he/she may present them to the proper person or place and may be accompanied by a Union representative.

Section 3: The Union will be supplied with a copy of the pertinent job description upon request when needed.

Section 4: The phrase "other related duties as assigned" means duties directly related to those of the position.

ARTICLE XIX

PERFORMANCE RATINGS

Section 1: The Library agrees to fair employee evaluations, therefore all eligible employees shall be annually rated by their immediate supervisors. Said rating will be based on written job performance standards developed jointly by the supervisor and the employee. However, if a disagreement occurs, a union representative and/or a personnel representative may be requested to help resolve the disagreement. Rating discussions and appeals will be done in accordance with the Library procedural order PE-5.

Section 2: Performance ratings or supervisory appraisals will be made know to each employee who will have the opportunity of commenting in writing on the assigned rating.

Section 3: Should the employee question a rating and is unable to obtain clarification from the rating official or the review official, he may request the personnel office to arrange a meeting with him and the rating official(s) to have clarification of the rating. The employee may have a union representative at this meeting. If the employee is dissatisfied with the rating, he/she may file a request for an impartial review in accordance with prevailing D. C. Government regulations, at which he/she may have a union representative.

Section 4: A copy of the DPM regulations circulated to agency and Department heads will be given to the union official.

ARTICLE XX

ACCEPTABLE LEVEL OF COMPETENCE

Section 1: When the supervisor's evaluation leads to a conclusion that the employee's work is not of an acceptable level of competence, the supervisor shall provide the following to the employee in writing as soon as possible and give at least sixty (60) days advance notice.

- a. An explanation of each aspect of performance in which the employee's services fall below an acceptable level and how this renders his/her performance on the job as a whole below an acceptable level.
- b. A statement of the acceptable level of performance on each of those work aspects.
- c. Advice as to what the employee must do to bring his/her performance up to the acceptable level.
- d. What efforts including training, if any, will be made by the immediate Supervisor to assist the employee to improve his/her performance.

Section 2: A negative determination will be reviewed semi-monthly with supervisory counseling.

Section 3: A negative determination may be appealed first within the Agency and second to the Office of Employee Appeals. Within the Agency it may be appealed in accordance with District Personnel regulations. A decision of the Agency sustaining a negative determination may be appealed to the Office of Employee Appeals within fifteen (15) days of the final Agency decision.

Section 4: The present system used to evaluate performance will continue to be used until such time as the performance rating plan prescribed in Title XIV of the Comprehensive Merit Personnel Act is established after negotiations with the union. The provision of this Article shall be superseded accordingly by such new system.

ARTICLE XXI

PROBATIONARY EMPLOYEES

Section 1: Probationary Period

The probationary period is for one (1) year, as prescribed in the District regulations.

Section 2: Job Counseling

1. A probationary employee will be counseled by his/her supervisor within the first three (3) months after his/her entry on duty. The employee will be advised of any areas of his/her job performance that need improvement.

Additional counseling sessions will be held whenever the employee's job performance falls below acceptable standards.

2. A probationary employee may request conferences with his/her supervisor to discuss his/her job performance, prospects for retention and related matters.

Section 3: Separation

A probationary employee may be separated for reasons about which he/she has been counseled or other legitimate reasons.

Section 4: Separation of a probationary employee is not a grievable matter.

ARTICLE XXII

REDUCTIONS-IN-FORCE

Section 1: Definition

The term reduction-in-force, as used in this Agreement, means the separation of a permanent employee, his/her reduction in grade or pay, or his/her reduction in rank because of: (a) reorganization, (b) abolishment of his/her position, (c) lack of work, or (d) lack of funds, or because he/she is displaced by an employee with greater retention rights who is displaced because of (a) through (d) above.

Section 2: Procedures

All reductions-in-force shall be in accordance with regulations of the District of Columbia Government and the Veteran's Preference Act when applicable.

The Library agrees to meet and confer in advance with the Union prior to reaching decisions that might lead to reductions-in-force in the bargaining unit. The Library further agrees to make every effort to minimize the effect of such reductions-in-force on employees and to notify affected employees as soon as possible and no less than 30 days in advance.

Section 3: Transfers

Employees displaced through reduction-in-force shall be given the opportunity to transfer to vacancies in the Library, provided only that they are reasonably able to perform the work of the position. Employees so transferred will be given the amount of training normally given a new employee in the position. Such transfers will be made in accordance with Veteran's Preference Act and tenure of employment.

ARTICLE XXIII

TRAINING AND UPWARD MOBILITY

Section 1: Career Ladders

The Library and the Union recognize the need for cooperation in the areas of employee training and upward mobility. Both parties subscribe to the principles of career ladders and promotion from within. Therefore, both parties agree to study and implement an upward mobility and training program for members of the bargaining unit; within the limitation of funds and positions available.

Section 2: Training

Training which is authorized and approved by the Library under the terms of this Agreement shall be conducted during the duty hours of the employee concerned where practicable. This does not apply to reading assignments given as a part of training nor does this clause or any aspect of this Agreement or any supplemental agreement preclude an employee from participation in training on his own time if he so chooses.

Section 3: Outside Training

The Library shall encourage and assist employees in obtaining career related training and education outside the Library by regularly collecting, publishing, and posting all current information on training and educational opportunities available elsewhere, and informing the employee of any time or expense assistance the Library may be able to provide.

ARTICLE XXIV

LABOR MANAGEMENT RELATIONS

Section 1: It is agreed that matters appropriate for consultation between the parties are regulations, policies and practices related to working conditions and related matters which are within the scope of District personnel regulations.

Section 2: Management agrees to make provisions for Labor/Management Consultation Meetings, on an as needed monthly basis, when requested and agreed to by the parties. Meetings shall be scheduled during the administrative work week, without loss of pay. Nothing shall be agreed to in these meetings which would have the affect of altering or amending this agreement except as provided for in Article XIII Section 3 of this contract.

Section 3: The Employer agrees to provide appropriate personnel to respond to agenda items if necessary. If issues are not resolved at the Labor/Management meeting, the employer agrees to furnish the Union within ten (10) calendar days a response to the status of the unresolved agenda items. The ten (10) day time limit may be waived by mutual agreement.

Section 4: The Labor/Management Consultation Meeting shall include representatives of the Employer and the Union. The Employer agrees that the Union may have present at these meetings an officer and steward of the Local. In addition, the Union may have present other officials of the Union from the American Federation of Government Employees National and/or the 14th District Office at all meetings, if necessary.

Section 5: As necessary other meetings may be held as, mutually agreed, to confer on matters affecting working conditions in the unit.

Section 6: Agendas shall be exchanged at least five (5) working days prior to such meetings. The Employer agrees to provide appropriate personnel to respond to agenda items, if necessary. The employer is responsible for facilitating these meetings.

Section 7: Current written grievances shall not be agenda items or discussed at the above described meetings.

ARTICLE XXV

UNION ACTIVITIES AND BULLETIN BOARDS

Section 1: In accordance with meeting room regulations, the Union may hold membership and board meetings in the public meeting rooms of the Library. Supervisors and other management officials are not to attend such meetings unless they have been invited to attend.

Section 2: The Library agrees to provide sufficient space on an existing bulletin board at the work site for the posting of union business.

Section 3: Choice of materials to be posted will conform to the following:

- a. The Union must be readily identified in the material. The material must not contain any statement that could be construed to identify it as an official release of the Library or of the District Government, or to imply that it has been endorsed unless such endorsement has been given. The endorsing authority and date of endorsement must be shown.
- b. The contents of the material must be related to the activities of the Union. Material related to partisan political matters of sectarian religious subjects may not be posted. Material posted may not contain personal attacks on individuals.
- c. All costs incidental to the preparation, production, reproduction and/or posting of the material must be borne by the Union.

Section 4: When furnished by the Union, the Personnel Office agrees to distribute the AFGE Health Benefit Plan Brochures to all employees covered by this Agreement upon their entrance on duty. The Personnel Office will furnish the AFGE Health Benefit Plan Brochure to employees during open season enrollment periods.

Section 5: The Library will provide the Union with a locked file cabinet of adequate size, the use of a desk with reasonable privacy, and the use of a telephone. The expense for toll/long distance calls received or made by other than management officials will be borne by the Union.

Section 6: The Library agrees to produce this agreement in booklet form in type that can be easily read. The Library

further agrees to provide forty five (45) copies of the Agreement to the Union. The Union will insure that employees, covered by this Agreement, receive a copy.

Section 7: The Library agrees to make available to the Local a copy of those applicable chapters of the District Personnel Manual (DPM). Upon request the Library further agrees to furnish the Local all regulations and revision of regulations pertaining to the bargaining unit.

ARTICLE XXVI

UNIFORMS, EQUIPMENT AND ORDERS

Section 1: The Library agrees to furnish clothing and uniforms necessary to the performance of the job. The cleaning of uniforms is the responsibility of the employee.

Section 2: The Library will furnish needed equipment (i.e., flashlights, two way radios, revolver, ammunition, holster, rain gear, gloves, boots and plastic gloves, etc.) as determined by the Library.

Section 3: Weapons must remain on the premise in accordance with Chapter 11 of the Special Police Manual.

Section 4: The Library will provide locked cabinets or lockers for the employee's personal belongings.

Section 5: Written-up-to-date Special Police orders will be readily accessible to all duty locations so Special Police will have the proper information to discharge the responsibilities of their positions.

ARTICLE XXVII

EQUAL OPPORTUNITY

Section 1: The Library and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, religion, creed, color, marital status, or national origin, and to promote the full realization of equal opportunity through a positive continuing effort.

Section 2: The continuing program of equal employment opportunity in the Library is designed to ensure that:

- a. All personnel actions and employment practices are based on merit and fitness;
- b. Complaints of discrimination are given prompt and full consideration and that every effort is made to provide for a just and expeditious resolution of every complaint; and
- c. Any personnel management policy, procedure or practice that may result in the denial or equality of opportunity to any individual or group on the basis of race, color, religion, sex, national origin, age or other non-merit consideration is sought out, corrected or eliminated.

Section 3: Objectives:

- a. To raise the level of confidence of minority groups in management's commitment to the eradication of any discriminatory practices and patterns.
- b. To ensure the appropriate progression of qualified Women, Blacks, Spanish-American and other minority group employees to positions compatible with their abilities, interests and potential.
- c. To increase efforts to utilize the skills and abilities of all employees and provide equal opportunity for advancement to grade levels commensurate with capabilities and potential.

Section 4: Through the procedures established for Union/Management Consultation meetings, each party agrees to advise the other of equal opportunity problems of which they are aware. The Library and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in the Agreement and in Library regulations.

Section 5: The Library will promote the full realization of equal employment opportunity through a continuing Affirmative Action Plan.

Section 6: The employer agrees to provide the local president or designee on an as needed basis an update on Affirmative Action.

ARTICLE XXVIII

SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any subsequently enacted legislation or by decree of a Court or higher authority which has jurisdiction over the District of Columbia Public Library, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision and upon issuance of such a decision, the Library and Union agree to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXIX

BENEFITS

Section 1: Any future legislation, ordinances, regulations, policies, or orders which improve working conditions and/or benefits employees covered by this contract now receive, shall automatically be applied to such employees.

Section 2: It is further agreed and understood that any prior benefits, practices or understandings which have been acceptable to the parties and are not specifically covered by this Agreement shall not be changed unless the parties meet and confer.

ARTICLE XXX

DATE AND DURATION

Section 1: The terms and conditions of this Contract shall remain in force and effect for three (3) years from the date signed by both parties.

Section 2: This Agreement shall be automatically renewed after three (3) years unless either party gives written notice to the other not less than sixty (60) days prior to the expiration date of the Agreement of its desire to amend, modify, terminate or renegotiate.

Section 3: At the end of the three (3) year period, the Agreement may require renegotiation. Either party may be given written notice by the other not more than ninety (90) days or less than sixty (60) days prior to the one (1) year expiration date for the purpose of renegotiating this Agreement. Such notices must be acknowledged within ten (10) days of receipt of such notice. If the renegotiation has not been completed and approved by the expiration date, this Agreement will remain in force until the new one is approved.