

**LABOR-MANAGEMENT  
AGREEMENT**

Between the  
BUREAU OF ENGRAVING AND PRINTING  
DEPARTMENT OF THE TREASURY

*and*

LOCAL NO. 100  
SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION  
AFL-CIO

**TABLE OF CONTENTS**

Article	Title
	Preamble
	Witnesseth
1	Exclusive Recognition and Unit Determination
2	Rights of Employer
3	Rights of the Union
4	Rights of the Employees
5	Provisions of Law and Regulations
6	Union Representation
7	Hours of Work and Basic Workweek
8	Position Description
9	Overtime
10	Dues Withholding
11	Facilities and Services
12	Reduction-in-Force
13	Equal Employment Opportunity
14	General Conditions
15	Merit Promotion
16	Leave
17	Performance Standards
18	Health and Safety
19	Disciplinary and Adverse Actions
20	Grievance Procedure
21	Binding Arbitration
22	Duration and Changes

## **PREAMBLE**

Pursuant to the policy set forth in the Civil Service Reform Act (CSRA) of 1978 and governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual (FPM); by published Department of the Treasury policies and regulations in existence at the time the agreement was approved, and by subsequently published Treasury policies and regulations of appropriate authorities, the following articles constitute an agreement by and between the Bureau of Engraving and Printing, Washington, DC, hereinafter referred to as the "Employer" and Local No. 100, Sheet Metal Workers' International Association, AFL-CIO, hereinafter referred to as the "Union."

## **WITNESSETH**

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound hereby, agree as follows:

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of

constructive and cooperative relationships between labor organizations and management officials;  
and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the Union and the Employer. Now, therefore, the parties hereto agree as follows:

## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND UNIT DETERMINATION**

**SECTION 1.** The Employer hereby recognizes the Union as exclusive representative of all employees of the unit (as defined in Section 2, below) subject to the conditions and limitations of the Bureau Director's grant of exclusive recognition of February 26, 1963, and re-certification by the Acting Regional Director, Region III, Federal Labor Relations Authority on October 22, 1982.

**SECTION 2.** As used in this agreement, the term "employee(s)" refers to all non-supervisory craft bargaining unit members of the Sheet Metal Workers' International Association, including apprentices, employed in the Bureau of Engraving and Printing, Washington, DC.

**SECTION 3.** The Union recognizes its responsibility for representing the interest of all such employees, without discrimination and without regard to union membership, with respect to grievances, personnel policies, practices, procedures, and other matters affecting their general working conditions, subject to the expressed limitations set forth in this agreement.

**SECTION 4.** The provisions of this Agreement shall be binding on the parties for any expansion of operations and/or any new functions acquired by the Employer to the extent that such operations affect employees within the Unit.

## **ARTICLE 2**

### **RIGHTS OF EMPLOYER**

**SECTION 1.** The management of the Bureau and the direction of the working forces including all responsibilities, powers, and authorities, in accordance with applicable laws and regulations, such as

(by way of example): the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; the right to relieve employees from duties because of lack of work or other legitimate reasons; the right to maintain efficiency by determining the methods, the means, and the personnel by which such operations are to be conducted; and the right to take whatever actions may be necessary to carry out assigned missions in situations of emergency are the sole and exclusive rights and responsibilities of management vested in management officials of the Employer.

**SECTION 2** The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer, In making rules and regulations relating to personnel policy, procedures, and practices affecting working conditions, the Employer shall give due regard and consideration to the rights of the Union and the employees of the obligation imposed by this agreement and the provisions of the CSRA. However, the obligation to meet and confer does not include matters with respect to the Employer's mission, types, and grades of positions or employee's assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; its internal security practices: or matters pertaining to the quality, accountability, or security of the Bureau's products.

**SECTION 3.** This agreement is subject to the provisions of any applicable existing or future law(s) or regulation(s) of the Federal Government, including but not restricted to those policies, rules and regulations issued by the Office of Personnel Management which may be set forth in the Federal Personnel Manual and the Federal Code of Regulations. Any past practices which violate law, regulation, Bureau policy, or this agreement are null and void. The Union will receive advance notice of any future changes in Bureau policy, and retains all its rights to negotiate over any policy change negotiable under law.

### **ARTICLE 3**

#### **RIGHTS OF THE UNION**

**SECTION 1.** The employer shall not restrain, interfere with, coerce or discriminate against designated members of the Union in the exercise of their right to serve as representatives for the purpose of collective bargaining, handling of grievances and appeals, furthering effective labor-management relations or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit.

**SECTION 2.** The Union has the right to receive one (1) published copy of Bureau Rules and Regulations, special announcements and directives from higher authority to which the Bureau is subject.

**SECTION 3.** The Union will be given reasonable advance notice prior to implementation of proposed changes in, amendment to, or additions to Bureau regulations and matters affecting personnel practices, procedures, and working conditions. After such notice, and before implementation, the Bureau agrees to meet, consult and bargain with and to receive written comments as may be appropriate from the Union concerning such proposals.

**SECTION 4.** In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation where the debt has not been reduced to judgment by a court, or one imposed by law, the Employer agrees not to act as an arbitrator in determining the validity or amount of the disputed debt.

**SECTION 5.** The Employer will not require any employee to invest money or donate to charities. However, the Employer shall allow employees the opportunity to avail themselves of such activities.

**SECTION 6.** The Bureau agrees to continue, unless changed through this agreement, any employee benefits, practices, or understanding mutually acknowledged and not inconsistent with this agreement or Bureau policy and which does not violate any law or regulation. Nothing contained in this section shall diminish the right of the Bureau to exercise its rights set out in Article 2, Rights of the Employer or 5 USC, Chapter 71.

## **ARTICLE 4**

### **RIGHTS OF THE EMPLOYEES**

**SECTION 1.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right-

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

**SECTION 2.** A reasonable amount of time shall be granted to employees represented by the Union in connection with any matter covered by applicable negotiated agreements.

## **ARTICLE 5**

### **PROVISIONS OF LAW AND REGULATIONS**

**SECTION 1.** It is recognized that this agreement is a living document and the fact that certain conditions are reduced to writing does not relieve either party of the responsibility to meet with the other to discuss and negotiate on appropriate matters not originally covered by the Agreement. For this purpose, negotiation shall mean the obligation of the Bureau of Engraving and Printing to bargain in good faith on any substantial impact on working conditions.

**SECTION 2.** It is agreed that rules, regulations or procedures that conflict with those governing the Employer shall not be implemented absent compelling need or directive from higher authority. However, it is recognized that due to technology and work requirements, certain rules and regulations may be needed to accomplish the agency mission. The impact, if any, of such rules or regulations will be negotiated with the Union, upon request.

**SECTION 3.** For the duration of this Agreement, the Employer and the Union will be governed by this Agreement. All existing Bureau of Engraving and Printing regulations, instructions and personnel policies not incorporated in, or superseded by this Agreement which impact on unit employees, will be forwarded to the Union, which will be provided the opportunity to negotiate and if an agreement cannot be arrived at within sixty (60) days, the provisions as described in 5 U.S.C., 71*i*9 will be used. An extension of the time limit may be granted if mutually agreed to by both parties.

## **ARTICLE 6**

### **UNION REPRESENTATION**

**SECTION 1.** The Employer agrees to recognize the officers and shop stewards of Sheet Metal Workers', Local No. 100. The Union shall notify the Employer in writing and shall maintain with the Employer on a current basis a complete list of the names of these officers and shop stewards. The aforementioned shall be referred to hereafter in this agreement as "Union Representatives."

**SECTION 2.** The Union Representatives shall represent the Union and the employees in meeting with officials of the Employer to discuss appropriate matters.

A reasonable amount of time will be allowed Union Representatives to discuss with employees and/or supervisors, as appropriate, grievances and other matters, contingent upon current work requirements. It is understood that the Union Representative and the employee will inform the immediate supervisor of any need to be absent to carry on such discussion.

**SECTION 3.** The Employer will grant official time to no more than one Union Representative for Steps 1 and 2 of grievance meetings, and not more than two Union Representatives for Step 3 in accordance with Article 17.

A Union Representative may receive and investigate, but shall not solicit, complaints or grievances of employees on Government time and/or property. Activities concerned with the internal management of the Union, such as, but not limited to, solicitation of membership, campaigning for offices, and the distribution of literature or dues authorization cards shall not be conducted during working hours of the employees concerned.

An aggrieved employee must obtain permission and the appropriate pass from the appropriate supervisor to be absent for a necessary and reasonable time from the employee's assigned duty before engaging in the presentation or discussion of the grievance. Union Representatives must obtain permission and the appropriate pass from their supervisor to be absent for a necessary and reasonable time from their assigned duties before engaging in discussions or other representational duties. Normally, employees must indicate to their supervisors the approximate amount of time they expect to be absent from their work area(s). Supervisors will grant permission unless prevented from doing so due to workload or other compelling reasons. If unable to approve the request, the supervisor will agree (within 24 hours) to an alternate time for the employee's absence from duty. A Union Representative must receive permission from the appropriate supervisor before entering another work area. If more time is needed than originally requested to engage in representational activities, the employee is responsible for notifying the supervisor of this fact immediately. If the employee is needed due to workload or other compelling reasons, the supervisor may deny the request for an extension of time. Upon completion of the Union business, the Union Representative and the aggrieved employee must notify the appropriate supervisor of their return to duty.

**SECTION 4.** Any authorized visits by Union Officers and/or Representatives to the Bureau shall be governed by the Bureau's security and other pertinent regulations, and the Employer requires that such non-employee visitors be escorted by a representative of the Employer.

**SECTION 5.** The Employer agrees that a Union Representative may use a government telephone located in the foreman's office to make local calls as necessary in the implementation of the agreement.

**SECTION 6.** Normally, recognized officers and shop stewards will not be transferred from one shift to another during their term of office.

**SECTION 7.** The Union has the right to be present at all formal meetings between management officials/supervisors and employees concerning grievances, appeals, hearings and conditions of employment, under the terms of this Agreement and within the Agency's jurisdiction, regardless of whether the employee selects the Union as the representative. Management will notify the Union as far in advance as practicable prior to such meetings. There will be no discrimination against such union representative or the employee. When such discussion is requested, supervisors shall make themselves available on any such matter under their jurisdictions. Should no settlement of the matter be reached at this level, the union has the right to refer the matter to the next higher level.

**SECTION 8.** The steward of the Union is authorized to consult with the Labor Relations Officer or his designee in matters which may be of unit wide concern or in individual cases which may be of such gravity that such action is deemed paramount. However, the steward of the Union may request that appropriate union representatives also attend such meetings.

**SECTION 9.** Official time will be approved for the steward of the Union, who is an employee, in direct connection with the matter authorized in Section 8, and officially recognized Union duties including preparation of appeals and shall not necessarily be limited to on-the-premises preparations.

**SECTION 10.** An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at-

(a)-any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment, or

(b)-any examination of an employee in the unit by a representative of the agency in connection with an investigation if-

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

(ii) the employee requests representation.

**SECTION 11.** Union Representatives, while attending meetings requested by management outside their tour of duty, will be compensated at the appropriate overtime rate.

**SECTION 12.** The Employer agrees to allow a reasonable number of Union Representatives (not to exceed three) up to 48 hours of official time per contract year to participate in training primarily designed to further assist the interest of the Government by bettering the labor-management relationship.

## **ARTICLE 7**

### **HOURS OF WORK AND BASIC WORKWEEK**

**SECTION 1.** Hours of work, overtime, and holiday pay shall be administered in accordance with applicable statutes and regulations of the Office of Personnel Management (OPM), Department of the Treasury, and the Employer.

**SECTION 2.** It is agreed that the basic workweek is 40 hours, Monday through Friday and shall consist of five eight-hour days. The two non-workdays will be consecutive wherever possible.

**SECTION 3.** Employees, including those detailed to another section, will be allowed a reasonable amount of time at the end of their shift to put away equipment and personal property within their own section.

**SECTION 4.** It is recognized that it may be desirable to make a major change in the shift hours in some instances. A major change in hours is defined as affecting 20% of the employees of the same classification within the section.

The Employer agrees it will negotiate, upon request, with the business representative of the Union or his representative of the Union or his representative prior to making such changes effective and reduce any agreement reached to a Memorandum of Understanding.

To the maximum extent possible, employees involved in any changes described above will be notified in writing at least a full pay period before any change is implemented.

**SECTION 5.** The Employer agrees to consult with the Union on any impact shift changes. To the maximum extent possible, Employees involved in any shift changes will be notified in writing not less than one full pay period before the change becomes effective.

## **ARTICLE 8**

### **POSITION DESCRIPTIONS**

**SECTION 1.** Each employee will be given a job description of the position to which he is assigned. The Union will receive a copy of all job descriptions within the Unit and, when changes occur, the Union will receive a copy of the change.

**SECTION 2.** It is agreed and understood that it is the responsibility of the Employer to determine the job content, qualifications, requirements, and duties for each job within the Unit, and that the content of a job description is neither grievable nor arbitrable. In making the above determinations, however, the Employer agrees to seek and consider the Union's viewpoint. The Employer further agrees to advise the Union to the criteria upon which its determinations are based. The Union will be furnished, upon request, copies of standards or other evaluation material pertinent to jobs in the Unit. In addition, the Employer and the Union will meet to clarify and attempt to agree on definitions and terms used in job descriptions. Such meetings will occur on request of either party.

**SECTION 3.** The duties performed by this bargaining unit consist of, but are not limited to, the following:

(a)-From verbal instruction, rough drafts, drawings or blueprints, preparation of sketches from original architectural and engineering drawings, fabricates and installs a variety of sheet metal, plastic or fiberglass items, involving complex angles, reductions in critical dimensions etc., such as vent reductions, duct work, roofing, grills, screens, pneumatic tubes, tables, cooking equipment, sinks, hoods, display cases, machine and safety guards, etc.

(b)-All metal lagging over exterior duct insulation and all duct lining.

(c)-Fabricates, installs, and repairs various specialized heating and drying equipment, humidifiers, gum kettles and top louvers, etc.

(d)-Performs body, fender and radiator repair work on Bureau vehicles. Welds tears, straightens dents, welds structural members, etc.

**SECTION 4.** At least annually, each employee, will be required to review his job description under the Maintenance Review Program and to identify any disagreement with it. The employee may at other times during the year, however, avail himself of the opportunity to ask for a review of his job description in connection with any dissatisfaction he may feel relative to its accuracy.

**SECTION 5.** The Employer further agrees to consult with the Union when a change in description content or classification is under advisement. The Union will be afforded the opportunity to express its views, either orally and/or in writing, prior to the final determination. Further, the Union will be advised of the determinations made and the basis for such findings. Those changes resulting in substantial impact will be handled in accordance with applicable authorities.

## **ARTICLE 9**

### **OVERTIME**

**SECTION 1.** It is recognized that overtime is a condition of employment unless specifically excused by the Employer. The Employer recognizes that employees desire advance notice of overtime assignments so that they may make appropriate arrangements. Where practical, the Employer will schedule overtime assignments so as to give employees advance notice before requiring them to work overtime. The Union recognizes that all employees in the Unit must be willing to accept overtime work on short notice in emergencies, however. When advance notice of overtime assignments is not possible, the Employer agrees to consider the expressed desires of individual employees.

An "emergency" shall be defined as follows: (a)-An activity which is necessary for the protection of life or property, security, or health; or

(b)-An activity which is in the interest of serving the general public; (c)-An activity which is necessary to complete a particular assignment which must be accomplished without delay, as mandated by the Employer; or

(d)-An activity which is needed to provide necessary power, heat, maintenance, and/or transportation.

This shall not be construed to restrict the authority under 5 U.S.C., 7106(2)(D), of management officials "to take whatever actions may be necessary to carry out the agency mission during emergencies."

Officially approved overtime worked by employees shall be paid at appropriate overtime rates.

It is further understood and agreed that overtime is paid in 15-minute increments, and each full increment must be worked in order for the employees to be paid for that period.

**SECTION 2.** Unscheduled overtime assignments will be distributed among the employees on as equitable a basis as possible to assure a balanced workforce of qualified personnel.

When qualified employees cannot be obtained from the scheduled overtime roster in order to meet the necessary unscheduled overtime, the Employer will draft qualified employees using the

following procedures:

An overtime charge list containing the total number of hours declined by each employee shall be placed next to the overtime list. When new employees enter the unit they shall be credited with the average number of hours declined by employees on the list. Employees drafted to work overtime shall be chosen from the charge list. The employee with the highest number of overtime hours declined will be drafted

first. If more than one employee is required for the overtime assignment, the employee with the second highest number of overtime hours declined will be drafted, and so on, until the staffing requirements for the overtime assignment are filled.

**SECTION 3.** Tentative weekend overtime schedules will be posted on Wednesday of that workweek. Positive overtime weekend schedules will be posted on the bulletin boards no later than Thursday afternoon of the week such overtime will occur. It is recognized that in emergency situations these notification requirements may be waived.

When it is necessary to maintain rosters of scheduled overtime worked to assure such equal distribution, such rosters will be available for review by the Union upon request.

A seniority list will be posted next to the overtime list. When an employee's name is reached on any rotation roster for overtime, he will be excused from working such overtime upon his request provided that the Employer is able to meet the overtime need by the assignment of another available employee from the same rotation roster. If an employee, by his request, is excused from overtime work for which he is scheduled on a rotation roster, he will initial the roster for the date

involved, and will be counted as having received the overtime due him on rotation for record purposes only. If an employee is assigned to overtime, but does not work due to illness, annual leave or personal emergency, the overtime will be charged as though worked.

**SECTION 4.** Employees submitting a doctor's certificate stating that they are not fit because of health conditions to work overtime, will not be required to work overtime. Such doctor's certificate will be forwarded to the Bureau Medical Officer for review and appropriate action with a view toward removal of the employee's name from the roster. In the event that during the term of this agreement, such employee's name would be replaced on the roster, he will be credited with the highest number of hours worked for record purposes. Each new employee having his name placed on the roster will also be credited with "the highest number of hours worked for record purposes.

**SECTION 5.** Employees required to stay after their regular working hours to work irregular overtime for any reason, will be paid the overtime rate in 15-minute increments. Employees required to work regularly scheduled overtime will be paid for every minute.

**SECTION 6.** All work performed on Saturday or Sunday will be paid for at appropriate rates.

**SECTION 7.** Any employee who is called back to perform unscheduled overtime work either on a

regular workday after he has completed his regularly scheduled day of work and left the Bureau, or on a day outside of his basic workweek, will be paid a minimum of 2 hours of pay at the overtime rate even if his services cannot be utilized after he reports to work. No employee reporting on call back will be required to remain for the 2 hours, unless his services can be utilized.

**SECTION 8.** Employees whose medical records indicate their assignment to overtime work may be injurious to their health will be referred to the Medical Officer. Upon his/her recommendation, such employees will not be assigned overtime work. An employee may request reconsideration of this determination by submitting a current medical opinion or other substantive evidence to establish that overtime work will not be injurious to him/her.

**SECTION 9.** Employees scheduled to work overtime on days outside of their basic workweek and who are not notified prior to their leaving home for work that they will not be needed, will be guaranteed a minimum of 4 hours of work, if they report for duty. The Employer agrees, however, to make every attempt to provide a full 3 hours of work.

**SECTION 10.** New employees will not normally be trained in areas where overtime is necessary until such time as the supervisor determines that the employee is fully qualified. The Employer agrees to maintain consistent time periods for qualifications, whenever appropriate. Individual aptitude and abilities will be a determining factor in completion of training periods.

## **ARTICLE 10**

### **DUES WITHHOLDING**

**SECTION 1.** The Employer and the Union agree that nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**SECTION 2.** This article is for the purpose of permitting employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensation and covers all eligible employees:

- (1) Who are represented under this recognition;
- (2) Who are members in good standing of the Union;
- (3) Who voluntarily complete appropriate allotment (SF-1187); and (4) Who receive

compensation sufficient to cover the total amount of the allotment.

**SECTION 3.** The Union agrees to assume the responsibilities for:

- (a)-informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked;
- (b)-Purchasing and distributing to its members SF-1187;
- (c)-Notifying the Office of Industrial Relations in writing of:
  - 1. The names and titles of officials authorized to make the necessary certification of SF-1187 in accordance with this article;
  - 2. The name, title, and the address of the allottee to whom remittances should be sent, including how the check should be made out;
- 3. Any change in the amount of membership dues (See Section 4A);
- 4. The name of any employee who has been expelled or ceases to be a member in good standing of the Union within 10 days of the date of such final determination;
- (d)-Forwarding properly executed and certified SF-1187's to the Office of Industrial Relations on a timely basis.
- (e)-Promptly forwarding an employee's revocation (memorandum or SF-1188) to the Office of Industrial Relations when such revocation is submitted to the Union.

**SECTION 4.** The Employer is responsible for: (a)-Permitting and processing voluntary allotments of dues in accordance with this article;

(b)-Withholding dues on a biweekly basis; (c)-Notifying the employee and the Union when an employee is not eligible for an allotment because the employee is not included under the recognition on which the agreement is based.

(d) Withholding new amounts of dues upon certification from the authorized Union official so long as the amount has not been changed during the past 12 months; (e)-Transmitting remittance checks to the allottee, designated by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the Payroll Office; (f)

Providing the following information on the remittance listing:

- 1. The name of each employee for whom a deduction is being made, or who has authorized a deduction to be made, during the current pay period, plus the name of each employee for whom amounts are not being deducted in the current pay period;
- 2. For each employee or group of employees, the following information will be given to the extent applicable: (a)-Identification of the employee by local union;
- (b)-Amount withheld;
- (c)-No deduction because the employee has been separated, transferred, or reassigned outside the recognition area covered by the agreement to withhold dues;
- 3. The gross amount deducted.

**SECTION 5.** The parties agree that administrative errors in remittance checks will be corrected

and adjusted in the next remittance check to be issued to the Union. 11, the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

**SECTION 6.** The effective dates for actions under this Article are as follows: (a)-Starting dues withholding:

Beginning of first pay period after date of receipt of properly executed and certified SF-1187 in Payroll Office; (b)-Change in amounts of dues:

Beginning of first pay period after receipt of certification in Payroll Office; (c)-Revocation by employee:

Beginning of first pay period following March 1 following receipt in Payroll Office of revocation notice. Revocation notice must be received on or before March 1;

(d)-Termination due to loss of membership in good standing:

Beginning of first pay period after date of receipt of notification in Payroll Office;

(e)-Termination due to loss of recognition on which allotment was based:

Beginning of first pay period following loss of recognition;

(f)-Termination due to separation or movement to recognition area not covered by this agreement:

1. If action is effective first day of a pay period, termination of allotment will be at end of preceding pay period;
2. If action is effective on any day other than first day of pay period, termination of allotment will automatically be at end of pay period.

## **ARTICLE 11**

### **FACILITIES AND SERVICES**

#### **SECTION 1.**

(a)-The Employer agrees to provide appropriate bulletin board space within the Plumbing and Sheet

Metal Shop. The Union may post Union literature, notices, and other related materials, provided the language and intent therein does not adversely reflect upon the Bureau management, Department of the Treasury, or Federal Government. Material posted or deposited will be reasonable in size and will contain nothing that would appear to identify it as official Bureau material or to imply that it is sponsored or endorsed by the Bureau.

(b)-When a dispute arises over literature on Union bulletin boards, such disputes shall be referred to the Manager, Employee and Labor Relations or his designee and the Union representative for resolution. If no resolution is arrived at by the Manager, Employee and Labor Relations and the Union representative, the disputed material will be removed and the Union can seek resolution through appropriate means.

**SECTION 2.** Lockers with keys will be provided to all employees in sections presently having lockers. These will be as near the work areas as practical. If there is a change in circumstances, lockers will be issued as necessary.

**SECTION 3.** In the interest of the employee, the Employer will make available whenever practicable, whatever additional health services are obtainable and which can be administered without inconvenience to the employee or to the Employer.

**SECTION 4.** Upon approval of the Safety Officer, smoking facilities within the work areas will be provided with suitable containers.

**SECTION 5.** The Employer will maintain a parking program and continue to consider improving the parking program including provisions for increased employee security.

**SECTION 6.** The Employer shall provide to all employees represented by the Union, a copy of this Agreement.

## **ARTICLE 12**

### **REDUCTION IN FORCE**

**SECTION 1.** This article applies to reduction-in-force (RIF) under Part 351 of the U. S. Office of Personnel Management (OPM) regulations. The Employer shall follow Part 351 when it releases a competing employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment involving displacement, when the release is required because of lack of

work, shortage of funds, reorganization, reclassification due to change in duties, or exercise of reemployment rights or restoration rights.

**SECTION 2.** The reduction-in-force regulations do not require the Employer to fill a vacant position. However, when an agency, in its discretion, chooses to fill a vacancy by an employee who has been reached for release from his/her competitive level for one of the reasons stated in Section 1 above, the reduction-in-force regulations must be followed.

**SECTION 3.** As soon as the Employer determines that a RIF is necessary, the Employer will notify the Union in writing pursuant to Article 3, Rights of the Union, of this agreement.

That notification or a subsequent notification will state the reasons for the reduction-in-force, the effective date, and the number and types of positions affected. The Employer will afford the Union an opportunity to meet and discuss RIF implementation procedures and measures to reduce impact on affected employees.

**SECTION 4.** The Employer, following 5 CFR, Part 351, will give at least 30 days notice to each individual employee affected by reduction-in-force actions.

(a)-The notice shall not be issued more than 90 days before the effective date of reduction-in-force actions except when the Employer determines that additional time will protect employee rights or avoid administrative hardship.

(b)-if general reduction-in-force notices are given to employees first, then specific notices, i.e., notices outlining specific action to be taken, will be sent to individual employees no less than five days before the effective date of the action.

(c)-The combined contents of general and specific notices will include;

- (1) The specific reduction-in-force action to be taken;
  - (2) The effective date of the action;
  - (3) The employee's competitive area, competitive level, subgroup, and service date;
  - (4) The place where the employer may inspect the regulations and records pertinent to his or her case;
  - (5) The reasons for retaining a lower standing employee in the same competitive level because of a continuing exception;
  - (6) The reasons for retaining a lower standing employee in the same competitive level for more than 30 days because of a temporary exception;
  - (7) Grade and pay retention information; and
- (8) The employee's appeal rights.

**SECTION 5.** If the employer determines that a RIF is necessary, the Employer agrees to:

(a)-Continue to use attrition to lessen the impact of the reduction. No recruitment, other than for temporary employment, will be made for positions which are scheduled to be abolished in

connection with the RIF.

(b)-Make extensive use of internal placement, where possible.

(c)-Provide employees with counseling regarding retirement benefits and job opportunities in the public sector and the private sector, when possible

(d)-Place employee's names on the OPM Reemployment Priority List (RPL) as soon as the Employer learns which employees cannot be retained. Priority order for consideration for selection from the RPL will follow guidelines established by 5 CFR, Part 330 and Part 351.

**SECTION 6.** An employee who has received a reduction-in-force notice and/or the employee's designated representative shall have the right to review pertinent retention registers and related records. The right to review includes examination of the retention register for the employee's own competitive level, for levels in which there are employees who may displace him/her, and for levels into which the employee believes, he/she may be entitled to be placed.

**SECTION 7.** An employee who has been affected by a reduction-in-force action and who believes the controlling regulations (5 CFR, Part 351) have not been correctly applied may seek relief through the appropriate statutory appeals procedure.

## **ARTICLE 13**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The parties strongly endorse the principle and objectives of the Equal Employment Opportunity Program as set forth in applicable laws and regulations.

**SECTION 2.** The Employer agrees that its Equal Employment Opportunity Program shall conform to applicable Executive Orders, laws and EEOC regulations. The Employer agrees to make every reasonable effort to fully implement its Affirmative Action Program. Any individual complaint arising under this section shall be resolved through the Negotiated Grievance Procedure, EEO procedure, or appropriate appellate procedures.

**SECTION 3.** The Employer agrees that as long as the EEOC is willing to review the agency's EEO plan, the plan will be submitted to the EEOC for review of its compliance with applicable regulations.

## **ARTICLE 14**

## **GENERAL CONDITIONS**

**SECTION 1.** During the course of any employment orientation program for new employees, when a determination has been made that potential bargaining unit employees are included, a representative of the Union shall be given the opportunity to be present. A copy of this agreement will be furnished to each newly hired employee who is determined to be a member of the bargaining unit.

## **ARTICLE 15**

### **MERIT PROMOTION**

**SECTION 1.** The policy and guidelines governing promotion within the Bureau of Engraving and Printing shall be governed by the Federal Personnel Manual and by Bureau Policy as set forth in the Bureau Merit Promotion Plan, Chapter 335, Promotion and Internal Placement dated May 17, 1982.

## **ARTICLE 16**

### **LEAVE**

**SECTION 1.** The granting and use of sick leave, annual leave, administrative leave, court leave, military leave, and leave without pay shall be governed by the Federal Personnel Manual and by Bureau policy as set forth in the Bureau Time and Attendance Policy dated November 1980.

**SECTION 2.** The Bureau Time and Attendance Policy for Sheet Metal Workers, Local 100, is amended as follows:

(a)-Employees requiring emergency leave (annual or sick) must call their supervisor within the first two hours of the beginning of their scheduled work shift to report their absence. Mitigating circumstances preventing an employee from calling within the two hour period will be evaluated.

## **ARTICLE 17**

## **PERFORMANCE STANDARDS**

**SECTION 1.** All performance standards implemented by BEP shall be fair and equitable in both content and application.

**SECTION 2.** If any employee believes that he/she has been adversely affected by the application of a performance standard to him/her and its application to him/her is not fair and equitable, he/she may utilize the procedures, established in Article 21, Grievance Procedure, of this Agreement, or any other procedure that may otherwise become effective pursuant to Section 7121 of Title 7 of the CSRA of 1978 to present his/her grievance and have it resolved.

## **ARTICLE 18**

### **HEALTH AND SAFETY**

**SECTION 1.** The Employer shall, consistent with the provisions contained in Section 19 of the Wms. - Steiger Occupational Safety and Health Act, Executive Order 12196 and 29 CFR 1960 and in accordance with Bureau of Engraving and Printing Circular C 76-4, Bureau of Engraving and Printing Occupational Safety and Health Program provide and maintain for all employees, conditions of employment that are free of hazards or conditions that may cause an accident, injury, or illness. The Union agrees to cooperate to that end and encourage employees to work in a safe manner. (One Safety Representative will be designated from the Union and will be responsible for reporting any hazardous or unsafe conditions observed by him or reported to him, to the Employer's Safety Officer). The Employer will initiate prompt and appropriate action to correct any unsafe working conditions which are reported. There will be an annual safety inspection.

(a)-The Employer, to the maximum extent practical, commensurate with the work process involved in a given area, agrees to maintain a clean and sanitary work area.

**SECTION 2.** The Employer shall in accordance with Section 19 (A) (2)- of the Occupational Safety and Health Act and other applicable directives acquire, maintain and require the use of approved safety equipment, approved personal protective equipment and other devices necessary to provide protection of employees from hazardous conditions encountered during their performance of official duties.

**SECTION 3.** The Employer agrees that consistent with Executive Order 12196 and basic program elements for Federal employees Occupational safety and health programs (29 CFR 1960), to provide appropriate safety and health training for employees responsible for conducting safety and health inspections, Union selected members of Occupational Safety and Health Committees and other unit employees as necessary.

**SECTION 4.** The Employer agrees to insure prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished immediately, the Employer agrees to develop an abatement plan setting forth a time table for abatement and summary of interim steps. Employees

exposed to such conditions shall be informed of the abatement plan.

**SECTION 5.** The Employer agrees to assure response to employee reports of unsafe or unhealthful working conditions within 24 hours for imminent danger conditions, three working days for potentially serious conditions and within 20 working days for other than serious conditions. The Employer agrees to post notices of hazardous conditions discovered in a work place as required by the basic program elements for Federal employee occupational safety and health programs (29 CFR 1960).

**SECTION 6.** Copies of statistical reports on health and safety required by the Department of Labor shall be maintained by the Employer and provided to the Union, upon request, except where prohibited by Federal Regulation or statute.

**SECTION 7.** Employees will be informed of benefits to which they are entitled under the Federal Employee's Compensation Act incident to recordable occupational illness or injuries. Employees injured in the line of duty will be placed on continuation of pay in accordance with applicable regulations.

**SECTION 8.** If it has been determined by appropriate Bureau personnel that an employee has been exposed to a contagious disease (as defined in Article 16, Leave) or hazardous chemical substance, examination and/or treatment will be at Government expense, when performed by a Bureau approved physician. Records maintained will be made available to the individual employee, upon request.

**SECTION 9.** Employees shall not be required to work on machinery or in any area where job conditions exist which are detrimental to their health or safety until such conditions have been remedied or they are protected from such danger.

Except under emergency conditions, the Employer agrees that employees who are required to perform job related duties which involve real or potential hazards, will be provided adequate training to perform the job safely. Such training shall include instruction, proper work methods to be used, and proper use of protective equipment.

**SECTION 10.** When an employee is required to work in an area where published health and safety standards have been exceeded the Employer agrees to provide such employee physical examinations and medical monitoring to determine whether the employee can continue to work safely in the area.

**SECTION 11.** In accordance with the Bureau's Foot Protection Program, employees will be issued and must wear safety shoes in areas so designated.

**SECTION 12.** The Bureau of Engraving and Printing agrees to periodically monitor the working

environment with approved instrumentation, operated by qualified personnel, designed to detect and measure noise or other substances, which are potentially hazardous to employees. Results of surveys will be made available to the Union, upon request.

(a)-Where excessive limits or tolerances of hazardous substances or noise are detected, feasible engineering controls will be utilized to reduce the hazards to acceptable levels. In the event such controls fail to reduce the hazards, personal protective equipment, including eye, ear and face protection, respiratory protection, foot and head protection, will be provided as required at no expense to the employee.

(b)-in situations where engineering controls or personal protective equipment cannot be effectively utilized, the Employer agrees to utilize necessary administrative controls.

**SECTION 13.** When a union representative reports a health or safety hazard to the supervisor, the supervisor shall investigate such condition(s) forthwith or request the Safety Office to investigate such condition(s). Where the Safety Officer or his designated representatives have found - machinery or shop conditions which are known to be detrimental to health or safety, no employee shall be disciplined for refusal to work on such machinery or under such conditions until remedied or protected.

**SECTION 14.** The Bureau of Engraving and Printing agrees to send one union representative to the Annual Federal Occupational, Health and Safety Conference contingent upon current work requirements availability of personnel and available funding. In accordance with current Bureau practices, representatives will be nominated from each office and selection made by the Bureau on a rotational basis.

**SECTION 15.** Accidents and injuries shall be reported in accordance with Bureau of Engraving and Printing Procedures Issuance #76-1 entitled, "Procedures for Reporting Accident/Incident dated November 2, 1979, or revisions thereof.

**SECTION 16.** When the Medical Officer for the Employer determines what an employee on duty is unfit for duty as a result of an illness, occupational disease, or injury, the Employer will make arrangements for his transportation to a medical facility or to the employee's home in accordance with BEP instructions.

**SECTION 17.** Health and safety hazards shall be defined as, but not limited to those current health or safety hazards promulgated by the Department of Labor pursuant to Section 6 of the Occupational Health and Safety Act of 1970. The Union's safety representative shall, at least weekly, inspect the work area. All violations will be reported to the appropriate supervisor or Safety Officer, when observed.

**SECTION 18.** The Employer agrees that when an employee is critically/traumatically injured, the area supervisor/employee may call for emergency assistance (ambulance, etc.). The following offices are to be immediately notified of the injury: 1) Medical Office; 2) Security; and, 3) Safety. A critical/traumatic injury will be considered an injury (severed limbs, severe electrical shock/burns, etc.) which cannot be treated by the Medical Office so is to allow the injured employee to return to work within a reasonable period of time.

**SECTION 19.** The Employer will make every reasonable effort to have within sight and/or sound at least one other individual in a work area when an employee is required to work on operating equipment.

**SECTION 20.** In the interest of the employee, the Employer agrees to provide medical surveillance examinations, at least annually or as necessary depending upon current working conditions. These examinations will include tests as necessary for the purpose of discovering possible occupational diseases.

## **ARTICLE 19**

### **DISCIPLINARY AND ADVERSE ACTIONS**

**SECTION 1.** (a)-A disciplinary action for the purpose of this article is defined as an oral admonishment confirmed in writing, a written reprimand, or a suspension of 14 days or less.

(b)-An adverse action for the purpose of this Article is defined as a reduction in grade or pay; a removal or suspension or more than 14 days; a furlough for 30 days or less.

**SECTION 2.** (a)-Disciplinary action will be taken for just and sufficient cause and adverse actions will promote the efficiency of the service.

(b)-in taking disciplinary and adverse actions, the Employer will give consideration to all factors involved when deciding what penalty is appropriate including not only the gravity of the offense but such other matters as the existence of mitigating circumstances, the frequency of the offense, whether the action accords with justice in a particular situation, and penalties imposed for similar offenses,

**SECTION 3.** (a)-The Employer agrees that the Union shall be given the opportunity to be represented at any examination of an employee in the Unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.

(b)-A copy of proposed disciplinary/adverse action will be provided to the Union representative at the Bureau.

#### **SECTION 4. Disciplinary Actions**

(a)-The Employer agrees, except in the case of emergency suspensions related to adverse actions, to provide an employee with a Notice of Suspension at least seven calendar days prior to the effective date in cases of suspensions of 14 days or less.

(b)-in case of disciplinary actions for suspensions of 14 days or less, the employee, upon request, will be furnished a copy of that portion of all written documents which contain evidence relied on by the Employer and which form the basis for the charges.

(c)-An employee may make an oral or written reply within seven (7) days of receipt of Proposed Suspension.

(d)-An employee will have the right to raise any defense to a disciplinary action allowed by applicable law and regulations.

(e)-Following the employee's oral/written response or seven (7) days, whichever comes first, a decision letter will be issued by the appropriate official.

(f)-An employee may appeal a disciplinary action through the grievance procedure, starting at that step of the procedure where the Management Official appealed to has the authority to resolve the grievance.

(g)-In the event that any grievance proceeds to arbitration, the parties agree that the jurisdiction and authority of the arbitrator and the award will be confined exclusively to the validity of the disciplinary action. The parties reserve the right to take exceptions to the Arbitrator's award to the Federal Labor Relations Authority (FLRA), if appropriate.

(h)-The arbitrator's decision will be final and binding and he will have the authority to make the employee whole, if necessary, to the extent such remedy is not limited by statute or higher level authority.

#### **SECTION 5. Adverse Actions**

(a)-in all cases of adverse action, except those involving emergency suspensions, an employee will be given written notice of the specific charges which form the basis of the proposed adverse action at least 30 days in advance of the action. The employee will be given an opportunity to respond orally and/or in writing to the charges prior to the decision on the charges and to be represented by his/her Union or the Union's designated representative. Upon request by the employee, copies of that portion of all written documents which contain evidence relied on by the Employer and which form the basis for the charge will be furnished. The employee's response may include written statements of persons having relevant information concerning the charges.

(b)-An Official, in his Notice of Adverse Action decision, will inform the employee of the disposition of each of the "reasons" in the Notice of Proposed Adverse Action.

(c)-An employee may appeal a final decision, in writing, or an adverse action through either the available statutory appeals procedure, or the negotiated grievance procedure outlined in Article 21,

but not both.

(d)-in case of adverse action appeals, an employee will be given a copy of materials relied upon by the Employer in taking such action as furnished the Arbitrator/Hearing Examiner, as provided by law and regulations.

(e)-The parties agree that the jurisdiction and authority of the arbitrator and the award will be confined exclusively to the validity of the disciplinary action. The parties reserve the right to take exceptions to the FLRA, if appropriate.

(f)-The Arbitrator's decision will be final and binding, and he will have the authority to make the employee whole, if necessary, to the extent such remedy is not limited by statute.

**SECTION 6.** Entries or attachments to the SF-7B, the C&M Office personnel file, or the disciplinary/adverse action file regarding letters of warning, or written reprimands may be reviewed after 6 months for removal. In any event, these entries or attachments shall be removed after one year. Individual employee files shall be made available to the employee for review, upon request, and given timely notice, or by his union representative upon removal of the employee. Records of disciplinary/adverse actions shall be maintained on the SF-76, C&M Personnel file, agency official personnel file and disciplinary/adverse action files.

**SECTION 7.** The table of suggested penalties will be followed in a consistent manner. Penalties imposed for previous offenses occurring within a 2-year time span of the current offense may be considered in determining the appropriate penalty.

**SECTION 8.** Disciplinary and adverse actions to be taken against an employee shall be taken in a timely manner, consistent with the particular circumstances involved.

**SECTION 9.** Corrective action may not be taken against an employee for an alleged violation of any new BEP instruction or rule until employees have received prior written notification or until the Employer has demonstrated that the employee should have reasonably been aware of or could reasonably have been expected to adhere to such rules and regulations.

**SECTION 10.** The Employer agrees that extensions of time may be granted during the proposed notice period for disciplinary and adverse actions, dependent upon the particular circumstances involved in the case.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1.**

(a)-The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances which may arise during the life of the agreement. The

negotiated procedure shall apply to any complaint by an employee concerning any matter relating to the employment of the employee, or concerning either an alleged breach or misapplication of the negotiated agreement or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

(b)-Excluded from coverage of this article will be those matters relating to:

1. Any claimed violation of Subchapter III of Chapter 73 of Title VII of the CSRA (relating to prohibited political activities);
2. The classification of any position which does not result in the reduction in grade or pay of an employee;
3. Retirement, life insurance, or health insurance;
4. Suspension or removal for national security reasons; (Sec. 7532)
5. Examination (including any period during which the employee is in a probationary status), certification, or appointment;
6. Any other specific exclusions stated in this or any other article of the agreement.

**SECTION 2.** This negotiated grievance procedure shall be the exclusive procedure for bargaining unit employees to seek redress on matters covered, except in adverse action and discrimination cases, where the (employee may choose either the negotiated grievance procedure or the appropriate statutory appeals procedure, but not both.

### **SECTION 3.**

(a)-Grievances under this article may be initiated by employees in the unit either singly or jointly, or by the Union on behalf of the employees. In any case the Union may initiate a grievance when it believes that a right assured it under the terms of this agreement has been denied.

(b)-Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union will be given the opportunity to be present at all formal discussions between the employee and the employer concerning the grievance. The employer will resolve all grievances presented under such circumstances consistent with the terms and conditions of this agreement.

**SECTION 4.** If the Employer raises questions of grievability or arbitrability a grievant may, at his/her option, amend his/he, grievance to include a resolution of the questions in the processing of the grievance.

### **SECTION 5.**

(a)-The Employer recognizes and endorses the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee will not cause any adverse reflection on the employee's standing with his/her supervisor or on the employee's loyalty or desirability to the organization. In the exercise of this right, employees, Union Representatives, and witnesses shall be free from any and all restraint, intimidation, interference, coercion, discrimination, or reprisal.

(b)-Grieving employees will leave the right to be accompanied, represented, or advised by the designated Union Representative(s) at any stage of the proceeding. The Employer will not impose

any restraint, interference, coercion, or discrimination against any employee in the exercise of his/her right to designate a Union Representative for the purpose of representing to the Employer any matter of concern over the interpretation or application of this agreement, general working conditions, or representing this employee before any government agency or official other than the Employer.

(c)-The term "designated Union Representative" as used in this article shall mean any one of the Union Representatives stated in Article 6, Union Representation.

(d)-The term "First Line Supervisor" means a Foreman.

(e)-The term "Second Line Supervisor" normally means the Superintendent.

(f)-The term "Third Line Supervisor" means the appropriate Office Chief or Assistant Office Chief.

(g)-The term "Forth Line Supervisor," when used, means the appropriate Assistant Director, or his designee.

**SECTION 6.** Except as may be otherwise provided in other articles of this agreement, grievances will not be considered unless they are taken up with the Employer within 15 calendar days after the grievance occurred, or within 15 calendar days after the aggrieved reasonably should have become aware of the matter out of which the grievance arose.

## **SECTION 7.**

**STEP 1.** The grievance will first be presented orally or in writing to the immediate supervisor. The grievance may be submitted by the aggrieved and/or the Union Representative. If either party elects to hold a meeting, it shall take place within three working days after the grievance was filed. The supervisor shall issue his/her oral/written decision within three working days after the meeting. In the event neither party elects to hold a meeting, the supervisor shall issue his/her decision within six working days after the filing of the grievance.

**STEP II.** An employee dissatisfied with the answer provided in Step I may appeal the grievance, in writing, within three working days to the appropriate Second Line Supervisor. The employee must identify:

(a)-The nature of the grievance;

(b)-The specific circumstances which gave rise to the grievance; and the alleged article or regulation violated;

(c)-the remedy desired;

(d)-One designated Union Representative, if any; and

(e)-In cases involving alleged discrimination, or adverse action, the employee must state whether he will choose this negotiated grievance procedure, the MSPB procedure, or the EEO procedure, whichever is appropriate for airing his/her grievance.

If such appeal is made through this negotiated grievance procedure, either party may request a meeting be held to discuss the matter or they may mutually agree that no meeting be held.

If either party elects to hold a meeting it shall take place within three working days of the notice of appeal from the aggrieved.

The foregoing meeting will be between the Superintendent, or his designee(s) and the aggrieved and

no more than one designated Union Representative, and/or a National Representative of the Union. The aggrieved will be provided with a written answer within three working days of the meeting. If no meeting is held, the aggrieved will be provided with a written answer within six working days of his/her appeal to the second step.

**STEP III.** An employee dissatisfied with the answer provided in Step 11 may appeal the grievance, in writing, within three working days to the appropriate Office Chief. If such appeal is made, either party may request a meeting be held to discuss the matter or they may mutually agree that no meeting be held. If either party elects to hold a meeting, it shall take place within five working days of the notice of appeal from the aggrieved.

The foregoing meeting will be between the Office Chief and any appropriate management representatives, and any or all of the following: the aggrieved, no more than one designated Union Representative and/or a Union national Representative.

The aggrieved will be provided with a written answer to the grievance within six working days of the third step meeting. If no meeting is held, the aggrieved will be provided with an answer within ten working days of his/her appeal to the third step.

**STEP IV.** In cases of adverse action, as defined in Article 20, which are appealed through this negotiated grievance procedure, an employee dissatisfied with the answer in Step III may appeal the grievance in writing within seven working days to the appropriate Assistant Director, or his designee.

If such appeal is made, either party may request a meeting be held to discuss the matter or they may mutually agree that no meeting be held.

If either party elects to hold a meeting, it shall take place within five working days of the notice of appeal from the aggrieved.

The foregoing meeting shall be between the appropriate Assistant Director, any appropriate management representatives, the aggrieved, no more than two designated Union Representatives, and/or one National Representative of the Union.

The aggrieved will be provided with a written answer to the grievance within 15 working days of the fourth step meeting. If no meeting is held, the aggrieved will be provided with an answer within 15 working days of his/her appeal to the fourth step.

**SECTION 8.** If the grievant and/or the Union is not satisfied with the decision reached in Step III, or in cases of adverse action, Step IV, the grievant may, with the approval of the Union and within 30 calendar days thereafter, make a formal written request to the Bureau Director that such unresolved grievance be submitted to binding arbitration. If, at this time the Bureau Director reaches a decision acceptable to the Union, the matter is closed.

**SECTION 9.**

(a)-The parties may, at each step of the grievance procedure, call a reasonable number of relevant witnesses. Employee witnesses shall suffer no loss of pay for this service. The aggrieved and/or the designated Union Representative, upon request, shall be permitted to inspect and copy pertinent payroll and other records for the purpose of substantiating contentions or claims of the parties.

(b)-Evidence which is relevant to the resolution of the grievance may be introduced at any stage of the processing prior to arbitration. However, a good faith effort will be made by both parties to produce evidence at the earliest possible date.

(c)-New issues may not be raised by either party unless they have been raised at Step I of the grievance procedure, provided, however, the parties may mutually agree to join new issues to the grievance in process.

(d)-The parties recognize the importance of making a complete record during steps of the grievance procedure, including the obligation to produce any and all witnesses who have relevant information of the matter at issue.

**SECTION 10.**

(a)-"Working days" means non-premium, non-overtime days for Union employees.

(b)-Time limits in this article may be extended by mutual consent.

(c)-The parties may mutually agree to waive any item of this procedure and when appropriate, the aggrieved may file a grievance at that step of the procedure when the management representative appealed to has the authority to resolve the grievance.

(d)-Appeals of Notice of Adverse Action will be filed at Step IV of the procedure with the appropriate Assistant Director.

(e)-Responses to Notice of Proposed Adverse Action will not be considered as grievances. Only when final action has been taken (Notice of Adverse Action) will the aggrieved or the Union's appeal be considered a grievance over the final decision.

(f)--Copies of written responses 'lo grievances shall be sent by the Employer to the appropriate designated Union Representative, if any.

**SECTION 11.** Failure on the part of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Employer to meet any of the requirements of the procedure will permit the aggrieved or the Union to move to the next step.

**SECTION 12.** Termination of a Grievance-

The BEP will cease to process a grievance upon:

- (a)-The- termination of a grievants employment by the BEP unless the relief sought may be granted after termination of employment, provided the union involved agrees;
- (b)-The death of a grievant unless the grievance involves pay, provided the union involved agrees.

## **ARTICLE 21**

### **BINDING ARBITRATION**

**SECTION 1.** It is agreed that matters to be submitted to arbitration must involve matters relating to the employment of the employee, or concerning either an alleged breach or misapplication of any law, rule or regulation affecting conditions of employment. Excluded from this process will be those matters outlined in Article 21, Section 1(b), of the Grievance Procedure.

**SECTION 2.** The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and or arbitrability determinations prior to addressing the merits of the original grievance.

#### **SECTION 3.**

(a)-When arbitration is invoked, the parties will, within 15 working days after receipt by the Employer of the written arbitration request, meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached then either party may request the Federal Mediation and Conciliation Set-vice to submit a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within eight working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and then shall repeat this procedure. A coin toss shall determine which party shall strike a name first. The remaining name shall be the duly selected arbitrator.

(b)-Upon selection of the arbitrator in a particular case, the respective representative for the parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The parties will attempt to schedule the hearing within 30 days after arbitration is invoked.

(c)-If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

#### **SECTION 4.**

(a)-The arbitration hearing will be held during the regular day shift hours of the normal basic workweek on the Employer's premises when practical, or at any site mutually agreed upon.

(b)-if the parties mutually agree that it is necessary, a verbatim transcript will be made, the cost of which shall be borne equally by the parties.

(c)-The arbitrator's fee shall be borne equally by the Employer and the Union. All other expenses incident to the arbitration proceedings and the expense of any mutually agreed upon services or site considered desirable or necessary in connection with the arbitration proceedings shall also be borne equally by the Employer and the Union.

(d)-The aggrieved, the Representative, and all employees called as witnesses will be excused from duty to the extent necessary to participate in the proceedings without loss of pay or charge to annual leave.

(e)-The arbitrator's decision will be final and binding, and the arbitrator will have the authority to make an aggrieved employee whole to the extent that such remedy is not limited by statute. The arbitrator will be requested to render a decision as quickly as possible.

(f)-If there is a dispute between the parties on relevant witnesses, it will be within the sole discretion of the arbitrator to determine who may testify.

(g)-Witnesses at hearing must testify in the presence of the employee and his representative, unless waived by the employee and the employer's representative.

(h)-The hearing shall be open unless either party requests that it be closed.

IN WITNESS WHEREOF the parties hereto have entered

into this Agreement on this 12th day of July, 1984.

Date: 12-July-1984

**SECTION 5.** The arbitrator will have no authority to add to, subtract from, amend, or modify any provision of this agreement or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this agreement. The arbitrator's authority is also circumscribed as provided elsewhere in this agreement, and by all applicable statutes,

regulations, or orders.

**SECTION 6.** Awards by arbitrators involving back pay or other monetary awards shall be limited by applicable laws and regulations (Section 5596(b) of Title 5 L.I.S.C. as amended by Section 702 of Title VI] of the CSRA.)

## **ARTICLE 22**

### **DURATION AND CHANGES**

**SECTION 1.** This agreement shall remain in full force and effect for two years from the date approved by the Director of the Bureau of Engraving and Printing and thereafter from year to year, unless written notice is given by either party to the other party in the period between 105 to 60 days prior to the end of any contract year of its desire to terminate this agreement in its entirety, or of its desire to effect changes herein by amendment; provided, that this agreement shall terminate automatically on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with provisions of 5 USC, Chapter 71.

**SECTION 2** A notice of desire to amend or negotiate this agreement, as provided in Section 1, will contain a summary of any proposal. Within 30 calendar days after receipt of notice by the addressee, counterproposals shall be provided. Within fourteen (14 calendar days following receipt of counterproposals, the parties agree to meet for negotiations, unless extended by mutual agreement.

**SECTION 3.** By mutual consent of the parties, this agreement may be opened for amendment or added to by supplemental agreements. Any request for such amendment or supplemental agreement's shall be in writing and must be accompanied by a summary of the amendment or supplemental agreement proposed. Within five working days after mutual consent to such request, representatives of the Employer and the Union will meet to negotiate the matter, and no changes other than those proposed shall be considered. Agreement shall be evidenced in writing duly executed by both parties. No other type of charge in this agreement shall be recognized.

**SECTION 4.** The parties agree that within 20 workdays of agreement on the last article, they will meet to sign and execute the agreement. All provisions of this agreement not currently in effect shall become effective within 30 days from the date the agreement is signed and executed.

**SECTION 5.** This contract will remain in full force and effect during a renegotiation period including mediation and the impasse procedure.