

LABOR-MANAGEMENT
AGREEMENT

Between the

BUREAU OF ENGRAVING AND PRINTING

DEPARTMENT OF THE TREASURY

and

COLUMBIA LODGE NO. 174

INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS
AFL-CIO

NON-CRAFT UNIT

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PREAMBLE

WHEREAS the public interest requires high standards of employee performance and 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 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 is improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials, and

NOW, THEREFORE, pursuant to the policy set forth in 5 USC, Chapter 71 (CSRA) and governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Department of Treasury regulations and policies in existence at the time the Agreement was approved, and by subsequently published rules and regulations of Department of Treasury. If such Treasury rules and regulations are in conflict with this agreement, such conflict shall be resolved as provided for in 5 USC, Section 7117 (CSRA), the following Articles constitute an agreement by and between the Bureau of Engraving and Printing, Washington, DC, hereinafter referred to as the "Employer" and Columbia Lodge No. 174, International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1

EXCLUSIVE RECOGNITION AND UNIT DETERMINATION

Section 1 The Employer recognizes that the Union is the Exclusive Representative of all employees in the Unit as defined in Section 2 of this Article. The Union recognizes the responsibility of representing the interest of employees in the Unit without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, procedures or other matters affecting their general conditions of employment defined by law.

Section 2 The recognized Unit includes all non-supervisory, non-craft wage system employees.

Section 3 Any position(s) currently in the Unit, which through reclassification action or technological changes are reclassified to graded or ungraded positions shall remain a part of the Unit provided such positions are determined to be within the unit as defined in section 2 above.

ARTICLE 2

PROVISIONS OF RULES, LAWS AND REGULATIONS

Section 1 In the administration of all matters covered by this Agreement, the Employer and the Union are governed by existing or future laws and the regulations of appropriate authorities and published agency policies and regulations required by law or by regulations of appropriate authorities.

Section 2 In prescribing regulations relating to personnel policies and practices and conditions of employment, the Employer will negotiate with the Union prior to issuing or changing such regulations.

Section 3 Any right or privilege negotiated in behalf of Unit employees shall not be denied to temporary or probationary if such employees have a realistic expectation of continued employment.

ARTICLE 3 RIGHTS OF THE EMPLOYEES

Section 1 Each employee shall have the right to form, join, or assist any labor organization, freely and without fear of penalty or reprisal, and shall be protected by the parties in the exercise of such right. Such right includes the right to act for a labor organization in the capacity of a representative and the right, in the capacity, to present 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. The Employer and the Union will apply the provisions of this agreement fairly and equitably to all employees of the Unit.

Section 2 An employee who is being examined by one or more representatives of the Employer in connection with an investigation may obtain a union representative upon request if he/she reasonably believes that the examination may result in disciplinary action against him/her. The Employer shall notify employees of the Unit of this right annually,

Section 3 Each employee has a right to file a griev-

ance and when doing so will be allowed reasonable official time for consultation with union representatives.

ARTICLE 4

EMPLOYER RIGHTS AND OBLIGATIONS

Section 1 The Employer retains the rights in accordance with applicable laws and regulations:

(a) to determine the mission, budget, organization, number of employees, and internal security practices of the agency;

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

(c) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(d) with respect to filling positions, to make selections from appointments from;

1. among properly ranked and certified candidates for promotion; or

2. any other appropriate source; and

(e) to take whatever actions as may be necessary to carry out the agency mission during emergencies.

Section 2 The right to make rules and regulations shall be considered and acknowledged function of the employer. In prescribing regulations relating to personnel policies, procedures and practices and matters of con-

ditions of employment, the Employer shall give due regard and consideration to the obligations imposed by this agreement and 5 USC, (CSRA). Such rights and obligations extended by this agreement shall not be construed to extend to such areas of discretion as its mission, its budget, its organization, the number of employees assigned to an organizational unit, work project, or tour of duty, the technology of performing its work or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

Section 3 Nothing in this article shall preclude the Employer and the Union from negotiating.

(a) procedures which management officials of the Employer will observe in exercising any authority under this article; or

(b) appropriate arrangements for adversely affected employees to grieve a decision made by management officials in exercising any authority under this article.

Section 4 Any previous past practices which violates law, regulation, Bureau policy, this agreement, or which prevent the Employer from conducting its operations in an efficient manner are null and void.

ARTICLE 5

UNION REPRESENTATION

Section 1 The Employer agrees to recognize the chief Shop Steward and individual Shop Stewards duly

authorized by the Union. The number of shop Stewards shall be a minimal number of employees reasonably required to assure that each employee in the bargaining unit shall have ready access to a representative on the employee's work shift and work location.

Section 2 The Union shall supply the Employer in writing, and shall maintain on a current basis, a complete list of all authorized representatives, together with the designation of the group of employees, each is authorized to represent. The Employer agrees to recognize the officers and duly designated representatives of the Union.

Section 3 The Union representative shall represent the Union and the employees of their designated area of representation in meetings with officials of the Employer to discuss appropriate matters. They may receive and investigate, but shall not solicit, complaints or grievances of employees on Government time or property. Activities concerned with the internal management of the Union, such as solicitation of membership, campaign for officers, and the distribution of literature or authorization cards, will not be conducted during working hours.

Section 4 Union representatives, when leaving their work area, shall first obtain permission and the required pass from their immediate supervisor in accordance with Bureau regulations governing employee movement within the buildings. Permission shall be obtained from the immediate supervisor of any employee being contacted. The representatives will report their return to work to their supervisor. Permission will be granted to the Union representative requesting a pass to leave

their work area to conduct appropriate union business and supervisors will make every reasonable effort consistent with work requirements to grant that permission. If the Union official cannot be released when requested, the supervisor will make arrangements to release the Union official at the earliest possible time. Union representatives will guard against excessive use of time in handling matters necessitating their absence from their work assignment.

The Steward and Union representatives may engage in such activities without suffering any loss in pay or benefits legally allowable. No overtime payments will be made for the conduct of Union representational activities.

Section 5 The Employer agrees that officers of the Union, National officers of the IAM, and other duly designated representatives of the Union who are not duty status employees of the Bureau, will be admitted to the Bureau, upon request, for the purpose of meeting with officials of the Employer at a mutually agreed upon time during working hours. Such visits shall be governed by the Bureau security and other pertinent regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during their stay at the Bureau.

Section 6 The Employer agrees that when it is necessary to detail or reassign a Shop Steward from one work area to another for a period of more than two weeks, the Union will be notified in writing as to the reason for the change, one week in advance so that the Union shall have the opportunity to designate an alternate Shop Steward for that area and shift. In emer-

gency situations, the Employer will notify the Union as soon as possible.

Section 7 The number of Union representatives at formal discussions called by management shall be limited to two employees. The Union may request the presence of an additional employee(s) having knowledge of information relevant to matters being discussed.

Section 8 The Employer agrees to supply office space to Columbia Lodge No. 174 for the purpose of conducting legitimate Union activities. This space shall be large enough to insure Union official's privacy in conducting their affairs. In addition to space, the Employer will provide the Union with two (2) desks, four (4) chairs, file cabinets, and a telephone. This office space will be subject to all rules and regulations in force in the Bureau and shall be maintained by the Union.

The date for supplying the space shall be mutually agreed to by the parties at a later time.

ARTICLE 6

MEET AND CONFER

Section 1 Either party desiring or having a requirement to meet with the other, shall give advance oral notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the problem which generated the cause for discussion. Upon request by either party, such meetings will take place within a reasonable time limit not to exceed one week from the time of the request.

Section 2 It is recognized that this agreement is not all-inclusive and certain conditions of employment that are not specifically covered in the agreement will be discussed and views exchanged in an effort to find mutually satisfactory solutions to matters not covered by this agreement.

Section 3 Such meetings as described in this Article shall take place during normal duty hours of union representatives who shall not suffer any loss of pay or benefits. if the Employer requires this meeting, the Employer may authorize premium pay if applicable and appropriate.

ARTICLE 7

SENIORITY

Section 1 Seniority for the purpose of this Agreement is computed on the basis of continuous service in the Bureau of Engraving and Printing as a non-supervisory, non-craft wage grade employee. An example would be a promotion to a Local 174 bargaining unit position as a KG. The date the employee comes into the bargaining unit will be the starting date for the purpose of seniority. In the event of a tie, however, such will be broken alphabetically.

ARTICLE 8

HOURS OF WORK AND BASIC WORKWEEK

Section 1 The basic workweek will consist of five eight-hour days, scheduled Monday through Friday inclusive. Only those employees providing basic services are to be excluded from this section. Basic services are those

necessary in maintaining and completing the mission of the Bureau.

Section 2 The Employer retains the right to make changes in the regular hours of work in existence at the time this agreement is approved, when it becomes apparent that the established schedule has an adverse effect on the operations of the Bureau. Prior to such changes, the Employer agrees to notify the Union of the changes. The Union may request to negotiate the impact of the changes.

Section 3 It is recognized that it may be necessary to change shift hours in some instances; in such cases, as much advance notice as possible will be given depending upon the circumstances.

(a) When a vacancy occurs on any shift in a section, and management decides to fill the vacancy, employees in the section wishing to be considered for the vacancy may volunteer for the change. If there are more qualified employees volunteering than vacancies existing, the senior qualified employee will be selected, if all other factors for selection are equal. An employee who volunteers for this change in shift may not request any additional change in shift unless under provisions in part "b" below. A vacancy is defined as an employee leaving his/her position through retirement, promotion, or for any other reason; or when the work load is expanded or a new position is created.

(b) Management agrees that each employee during the term of this agreement, requesting to change shifts will be given the opportunity to change a shift one (1) time only provided there is a junior employee to him/her

on the shift he/she desires. By agreeing to allow an employee to change shifts management in no way negates its right to assign employees under 5 USG, Chapter 71 (CSRA). Such changes in shifts are subject to the needs of the Bureau and will not hamper management *from moving employees from shift to shift to promote* the efficiency of the service. Temporary changes may be made for training, participating in a grievance hearing, or to fulfill the needs of the Employer,

Section 4 It is recognized that all employees engaged in the handling of chemical substances, during the regular work shift, need to perform personal hygiene before eating or leaving the work area.

Section 5 The Employer agrees that whenever it becomes necessary to close all or part of the Bureau because of inclement weather or any other emergency situation and to grant administrative leave to those who are excused because of the emergency, reasonable efforts will be made to inform all employees by private, recorded phone message, or public media. If emergency conditions described above exist and prevent an employee from getting to work and the Bureau is not closed, the employee may be granted administrative *leave for absence from work for a part or all of the employee's shift*, if the employee provides the Employer with reasonably acceptable documentation that the employee made an effort to reach work and that the emergency condition prevented him/her from doing so. The Employer may waive the requirement for documentation for absences of two hours or less.

ARTICLE 9

OVERTIME

Section 1 The assignment of overtime work is a function of the Employer. The Employer will not assign overtime work to employees as reward or penalty, but solely in accordance with the Employer's needs. Overtime work shall be paid for at the appropriate overtime rates in accordance with current pay regulations. The overtime rate shall include any/all shift differential or additional pay to which the employee is entitled.

Section 2 "Overtime is a condition of employment". Overtime work shall be paid for at appropriate overtime rates. Employees required to work after their regular working hours for any reason, including security reasons, will be paid the overtime rate in 15 minute increments. All work performed on Saturdays and Sundays will be paid for at overtime rates except for those employees normally assigned to a basic workweek which includes Saturday and Sunday within their regular 40-hour tour of duty.

Section 3 The Employer agrees that overtime will be distributed fairly and equitably among all employees within their section or work area, shift and job categories. In order to insure fair and equitable distribution the Employer agrees that the following procedures will be used:

- (a) Overtime records shall be broken down by

section in order to comply with the requirements of this article. Records will be provided to the Union for the investigation of complaints under this article, 9.

(b) When overtime is required, the employee in the job category or rating required to perform the work within the section and on the shift the work is to be performed with the lowest amount of overtime shall be asked to work. If he/she declines he/she will be recorded as working the overtime and the next lowest employee will be asked to work, etc.;

(c) Employees in the section where the overtime is to be performed will have first choice for the overtime;

(d) Employee(s) promoted, reassigned, or downgraded from one section or work area to another shall be entered on the overtime records with the average amount of overtime of the employees within the section he/she is promoted to;

(e) It is recognized that in administering "b" and "c" above, certain exceptions from time to time may have to be made such as call in, essential continuity of the job, special skills, etc. However, it is the responsibility of the Employer to adhere to "b" and "c" when possible to do so. Deviations from "b" and "c" shall be reported to the shop steward in a reasonably expeditious manner.

(f) Employees under certain circumstances may be excused from scheduled overtime. The Employer may,

upon request, excuse an employee from an overtime assignment when an employee's name is reached to meet the overtime need by the assignment of another available employee from the same roster. Such a request will be considered a decline of the overtime assignment.

Section 4 The Employer shall notify employees that are to be affected by the requirements for all scheduled overtime to be worked. Every reasonable effort will be made to provide this notice by the close of the shift on Thursday when the overtime assignments involve Saturday or Sunday. When it is necessary to require employees to work overtime without 24 hours advance notice, the Employer will first request volunteers in the job category needed. A permanent record will be maintained of the volunteers as assigned to permit equitable distribution of overtime in circumstances wherein the number of qualified volunteers exceeds the numbers needed for such assignment. If sufficient volunteers cannot be obtained, assignments will be made by the Employer giving due consideration to employees who have made plans or have situations which would cause a hardship for them to work. Whenever possible, consistent, with work requirements, the following order shall be used in assigning overtime: volunteers in the section, volunteers from other sections, mandatory overtime in the section.

Section 5 An employee who is not present on the day when overtime work outside of the basic workweek is assigned may be denied the assignment of such over-

time by the Employer. The Employer is not obligated to contact the employee at home to offer the opportunity to work overtime. An employee who wished to be considered for overtime must notify his/her supervisor of his/her availability for overtime assignments.

Section 6 Any employee who is called back to perform unscheduled overtime work either on a regular work-day after the employee has completed his/her regular schedule of work and left the Bureau, or on a day outside the employee's basic workweek, will be paid a minimum of two hour's pay at the overtime rate even if the employee's services cannot be utilized after the employee reports to work. No employee reporting on call-back will be required to remain for the two hours unless the employee's services can be utilized.

Section 7 Employees detailed to a particular section on a continuing basis for four (4) consecutive workdays or more shall be given equitable consideration for over-time in that section and will have preference over employees in other sections. Such overtime shall be recorded on the overtime records of their permanent section. Employees may also request overtime schedule in the section from which they were detailed. Employees will be permitted to work such overtime if qualified in the job category, and if their services can be reasonably utilized without undue lost time due to travel between work areas, making work available to them or other administrative or operational difficulty associated with their assignment to such overtime work.

Section 8 Employees whose medical records indicate their assignment to overtime work may be injurious to their health "may be referred to the Medical Officer".

Upon the Medical Officer's recommendation, such employees will be given consideration for excusal from overtime work. In order to be considered for a continuous excusal from overtime, an employee may be required to renew the doctor's certification every ninety days. 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 excused from overtime work due to medical reasons, when they are fully recovered are then placed on the overtime roster with the equivalent highest number of hours worked for record purposes.

Section 10 When overtime outside the basic workweek is scheduled and the employees are so advised, the Employer reserves the right to refuse the assignment of such overtime to any employee who has taken annual or sick leave not approved in advance during the basic workweek preceding the overtime day outside of the basic workweek, unless such leave was due to illness and is certified by a doctor's certificate. The Employer agrees, however, that this procedure will not be applied unless there is an increase in the use of such leave in the overtime period concerned, and that the procedure will be applied uniformly in all components to all employees.

Section 11 Employees scheduled to work overtime on days outside of their regular workweek who are not informed of their particular work assignment being cancelled before leaving home, may upon arrival be considered for any useful and efficient service work that can be found.

Section 12 Employees will first ascertain that the supervisor of their section will not need them for overtime assignments before seeking or accepting overtime assignments in other sections. Overtime worked in other section will be charged to the overtime roster in the employee's regular section. Employees who wish to be called for overtime in other sections must place their names on the register established for that purpose.

Section 13 Normally, in the assignment of overtime, consideration will first be given to qualified bargaining unit members and second consideration will be given to qualified non-bargaining unit members.

Section 14 An employee on authorized court leave if otherwise eligible for scheduled overtime will not be denied the overtime if the employee notifies the Employer of his/her availability for overtime by 9:00 a.m. on Thursday. Any employee in the Unit on court leave or military leave who is prohibited from working scheduled overtime will be paid for the overtime that the employee would have normally worked (as proved by past performance) but for the absence due to such authorized leave.

ARTICLE 10

CONTRACTING OUT

Section 1 The Employer will consult, not negotiate, with the Union concerning any work studies, or contracting out of work that will affect employees in the unit. Such consultation will take place prior to such actions and the Employer will give due consideration to the Union's views on such matters.

Section 2 When employees of the Unit are adversely affected by a decision to contract out or reassign work normally performed by Unit employees...the union and the Employer will meet to discuss appropriate arrangements for employees adversely affected by such action. Among the consideration given to employees shall be whether reassignment, retraining, and other actions may be taken to retrain unit employees for useful and efficient service.

Section 3 The Union retains the right to negotiate impact and implementation of contracting out work normally performed by unit employees.

ARTICLE 11

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.

The Bureau time and Attendance Policy for the International Association of Machinists and Aerospace Workers, Columbia Lodge No. 174 is amended as follows:

(a) Prescheduled sick leave.

After two uses of prescheduled sick leave in a leave year, employees requesting sick leave for examination, treatments, and/or confinement which are known in

advance, are to use Standard Form 71 "Application for Leave," when requested by supervisor.

(b) Employees requiring emergency sick leave 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.

(c) If the absence requiring emergency sick leave continues beyond the first day, the employee must contact their supervisor within the first two hours of the beginning of their scheduled work shift on the fourth day of absence. If at this time the supervisor has not been informed of the specific duration of the absence (such as in the case of hospitalization, specified time for recuperation, or upon notification by a doctor), the employee will inform the supervisor of the anticipated duration of the absence. In the event there is a change in the anticipated duration of the absence the employee will inform his/her supervisor.

(d) Tardiness. If an employee reports late for work he or she will be advised whether the tardiness is excused or charged to leave. In either case all tardiness will be recorded. If excused, the employee will be instructed to begin work immediately and will suffer no loss of pay or leave because of the tardiness. If the employee is charged leave for the tardiness, the employee will not be required to work while in a leave status. Leave is charged in one (1) hour increments.

The above amendments are the only changes in Bureau Time and Attendance Policy superseded by this Labor Management Agreement.

Section 2 The Employer agrees to grant administrative leave to representatives of the Union, incident to training relating to matters within the scope of the CSRA of 1978 and of mutual concern to the Employer and the employees in their capacity as Union Representatives, in accordance with the following provisions:

(a) The total amount of administrative leave available to the Union for distribution among its representatives shall be 220 hours in each contract year.

(b) The Employer shall grant the request for training and administrative leave when given timely notice, and when the scheduling does not interfere with Bureau requirements.

(c) It is understood that the administrative leave provided for is to be allocated in segments which normally do not exceed 24 hours per employee.

Section 3 Leave Restriction

(a) When an employee has accumulated four (4) occasions of unscheduled absences which includes unscheduled sick leave, unscheduled annual leave, the employee will be counseled by the supervisor. When an employee has accumulated seven (7) occasions the employee will receive a warning letter that two (2) more occasions regardless of category will result in a written restriction.

(b) Any unscheduled absence after a letter of restriction is received will require a written justification by a doctor's certificate or other evidence administratively acceptable.

(c) Restrictions will apply to the category of unsched-

uled absence that has exceeded four (4) occasions. When a leave restriction has been applied for either leave category any additional unscheduled absence in the remaining category will result in a restriction for the remaining category.

(d) An employee that has eight (8) or less occasions for the leave year will start at zero for the next year provided the employee is not on leave restriction at the time.

(e) If any employee is to be removed from leave restriction an employee cannot accumulate any more than five (5) occasions of unscheduled absence for twelve months from the date of the leave restriction. The employee may after ninety days have passed, request a review of their attendance for the purpose of possible cancellation of the restriction.

(f) An employee that has worked extensive overtime of twenty full workdays may be permitted an additional unscheduled absence in either leave category after having worked that additional time.

ARTICLE 12

ASSIGNMENTS AND DETAILS

Section 1 The Employer recognizes that they should keep details within the shortest practicable time limits, and make a continuing effort to secure the necessary services through the use of appropriate personnel actions.

Section 2 When in the interest of the Bureau, consistent with the qualifications and experience needs of

the job, details to the same or lower pay levels or grades will be made on the basis of employee's seniority. However, volunteers may be solicited first. The Employer reserves the residual right to assign employees in the operation, as specified in Article 4. However, every effort will be made to assign employees as stated in this section.

Section 3 Where there is insufficient work to keep an employee busy in his/her regular assigned work area and the employee's services are not needed to fill a personnel shortage in another work area, the employee may be permitted to take either annual leave or leave without pay.

Section 4 (a) When it is determined by the Employer to temporarily assign a non-supervisory employee in the Unit to a supervisory position for a period not to exceed 120 days, the employee may be given a non-competitive temporary promotion immediately upon being assigned to the supervisory position. However, competitive procedures must be applied for temporary promotion exceeding 120 days. The Employer reserves the right to detail an employee to the supervisory position.

(b) When it is determined by the Employer to temporarily assign an employee in the Unit to a higher graded non-supervisory position for 14 calendar days to 120 calendar days, the employee may be given a non-competitive temporary promotion not to exceed 120 days or ending with the last day of absence of the higher graded non-supervisory employee whichever occurs first. Competitive procedures must be applied for temporary promotion beyond 120 days. The Employer

reserves the right to detail an employee to the higher graded duties.

Section 5 The Employer should not detail employees to perform work at a higher level except for brief periods unless there are compelling reasons for doing so. The Employer further agrees that a record will be kept of any employee's detailed to a higher position.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

Section 1 The Employer agrees that equal employment opportunity will be afforded all qualified persons and to prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicapping condition.

Section 2 it is agreed that the Union shall have the right to nominate ten (10) of the members to the Bureau's Committee on Equal Employment Opportunity. The Committee should concern itself primarily with providing advice and assistance to the Employer in the implementation of the Bureau's affirmative action plan. The plan should ultimately enhance employment and advancement opportunities for all employees, with particular emphasis placed upon the minority group employees.

Section 3 The Employer agrees that the Union shall have the right to nominate part-time Equal Employment

Opportunity Counselors. it is recognized that Equal Employment Counselors carry out functions described in regulations and the Bureau's manual. The Employer recognizes the need for cooperation by management in seeing that the functions of these counselors are carried out.

Section 4 Employees who have discrimination complaints are encouraged to consult with their appointed Equal Employment Opportunity Counselor. Counselors often resolve complaints or they may advise the employee to provide the complaint in writing for processing at the next step.

Section 5 Employees are entitled to Union representation, if requested, at all steps of the complaint procedure.

Section 6 it is agreed that no official of the Employer or the Union shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee for appearing, testifying, or furnishing evidence in connection with a complaint.

Section 7 It is agreed that the Union shall be informed of efforts by the Employer in formulating Affirmative Action Program involving unit employees. The Union's committee reserves its right to devise its own programs, when in disagreement with the employers efforts. In such an event the union may submit in writing to the Director or his designee an alternative approach for an Upward Mobility Program.

ARTICLE 14

TRAINING AND CAREER DEVELOPMENT

Section 1 The parties recognize that the training and development of employees contribute toward efficient operations. Accordingly, the Employer will, within budgetary and staffing limitations, and to the extent practicable, encourage and provide employees with necessary training and development opportunities to enable them to perform their assigned work more effectively, as well as to enhance career development within the activity to qualified employees.

Section 2 Each employee is responsible for applying reasonable effort, time and initiative in increasing the employee's potential value through self-development and training. Both parties will encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in the performance of their duties and for possible advancement within merit promotion and training guidelines.

Section 3 The determination of training needs, the choice of subject matter, areas of training, selection of employees and the assignment of training priorities is a function of the Employer. The Employer agrees to be as fair and equitable as possible in making training opportunities available to interested and qualified employees.

ARTICLE 15

SAFETY AND HEALTH

Section 1 The Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the Employer and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of hazardous and unhealthy working conditions and practices.

Section 2 The Union has designated that their Shop Stewards shall serve as Union Safety Committee members in their respective areas. The Chief Steward shall periodically bring to the Manager, Safety and Occupational Health Division, issues of safety. The goal shall be the elimination of safety hazards through the taking of steps to insure correction action.

Section 3 In the course of performing their normally assigned work, designated union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. Any unsafe or unhealthy conditions should be immediately reported to the most immediate supervisor. The Safety Manager should be informed of any unresolved, unsafe, or unhealthy condition, that is allowed to continue beyond a reasonable time after a report is made. Safety and Occupational Health Division, or his/her representative who shall review the problem with the steward and the Division Manager. If the Union believes that work is being required under conditions

which are unsafe or unhealthy beyond the normal hazards inherent in the operations in question, it may request a ruling from the Bureau Safety and Health Committee and/or have the right to file a grievance.

Section 4 It is recognized that certain work may be identified as a dangerous operation by the Safety and Occupational Health Division. In the event of such an operation, the prudent decision will be to insure adequate monitoring of the persons performing such work.

Section 5 Should an employee claim that a job to which he/she has been assigned is unsafe, the employee should report same to the immediate supervisor. If no action is taken then, the employee may notify the area Steward. Failure by the Steward or the Chief Steward to resolve the problem may lead to the filing of a grievance.

Section 6 The Employer agrees to furnish the protective clothing and equipment necessary for the performance of assigned work. The Union Safety and Health Committee may, at their discretion, recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Manager, Safety and Occupational Health Division.

Section 7 The Employer will notify the Union of all lost time accidents involving employees of the unit which occur at the activity.

Section 8 All Union representatives shall be in a duty status while performing their functions as Safety and Health Committee members.

Section 9 The Employer will explain to the employee, in the presence of the employee's shop steward, if available, his/her option of leave-without-pay which is reimbursed by OWCP or using sick leave in cases of lost time injuries which are job connected. The employee will also be advised that transportation and medical care will be provided by the Federal Government, or the employee will be reimbursed for such services if obtained on his/her own case of job connected injury or disability.

Section 10 When the Union has been designated by an employee as his/her representative in the matter of an OWCP case, the Employer will make available to the Union, upon request, all records and information pertaining to the case.

ARTICLE 16
INJURY COMPENSATION

Section 1 The injury compensation plan for Unit employees will be the program identified as BEP M 60-1, Chapter 810, Section 1-1 thru 1-15, and is incorporated in its entirety into this Article.

ARTICLE 17
JOB DESCRIPTION

Section 1 Each employee will be given an accurate job description of the position to which the employee is permanently assigned. Upon request, 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 if requested.

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 of the criteria upon which its determinations are based. The Union will be furnished copies of new or revised standards 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. If the parties cannot agree, the disagreement is appealable of the Department of the Treasury. Such meetings will occur on requests of either party.

Section 3 At least annually, each employee will review his/her 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/herself of the opportunity to ask for a review of the employee's job description in connection with any dissatisfaction the employee may feel relative to its accuracy.

Section 4 The phrase "Performs Other Duties as Assigned" in a job description means that the employee may be assigned other duties which are related to the employee's position. The assignment of duties under this phrase is not limited by the specific content of the job description. The Employer agrees that other duties as assigned will not be used to regularly assign work to an employee which is not reasonably related to

his/her job description. If the other duties are performed on a regular and recurring basis and are a major portion of the job, the employee or the Union may request review as provided in Section 3.

ARTICLE-18

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1 It shall be the policy of the Employer to eliminate or to reduce to the lowest level possible, all identified hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship or working conditions, an environmental differential may be warranted. When personal protective equipment breaks down or is unavailable for use and work is still required to be performed in hazardous areas without substitute personal protective equipment being utilized, environmental differential pay may be authorized. However, the existence of environmental differentials is not intended to condone work practices which circumvent Federal Safety Laws, Rules and Regulations.

Section 2 If the appropriate official in the Safety and Occupational Health Division designated to make a determination on payment of environmental differential denies such payment, a grievance may be filed.

Section 3 All records of environmental differential pay will be made available to the Union upon request.

Section 4 Payment on the basis of actual exposure time shall be made in accordance with existing regulations.

Section 5 Payment on basis of hours of pay status shall be made in accordance with existing regulations.

ARTICLE 19

PERFORMANCE EVALUATION

Section 1 The performance evaluation plan for Unit employees will be the program identified as BEP Personnel Manual M60-1, Chapter 430.

Section 2 Performance Appraisals are subject to the negotiated grievance procedure as provided for in Chapter 430 and other agreements negotiated.

ARTICLE 20

PROMOTIONS WITHIN THE UNIT

Section 1 This article established procedures for promotion for all employees covered by exclusive recognition by the Union to positions within the unit. The unit is defined in the article entitled Exclusive Recognition and Unit Determination in the agreement between the Unit and the Employer.

Section 2 (a) The minimum area of consideration for locating candidates for positions covered by this article will be all activities of the Bureau of Engraving and Printing (Bureau) and those elements located elsewhere, but serviced by the Bureau, Office of Industrial Relations.

Section 3 Methods of Locating Candidates

(a) Vacancies to be filled shall be announced by an official vacancy announcement issued by the Employer which shall be posted on all official bulletin boards for at least ten (10) days prior to the closing date. Applications will not be considered if received in the Office of Industrial Relations after the closing date. A copy of such announcement will be furnished to the Union at the same time the distribution is made for posting.

(b) As a minimum all vacancy announcements will contain the following information:

1. Title, series, and grade of position;
2. Promotion potential of the position, if known;
3. Organizational location of position;
4. Minimum area of consideration;
5. Description of duties and responsibilities;
6. The minimum qualification for eligibility established by Office of Personnel Management, including written test requirements.
7. Selective placement factors, if any;
8. The evaluation methods to be used;
9. The number of vacancies, if known, to be filled at the time of issuance and a statement that future promotions may be made from the register established as a result of the announcement.
10. The length of time the register will be in effect.
11. What the employee has to do to apply.

12. Whether or not supervisory appraisals will be used. The supervisory appraisal will be the appraisal of record issued within the last twelve (12) months unless otherwise requested in the vacancy announcement.

(c) All employees in the unit shall have the right to submit applications in response to vacancy announcements and all such applications will be duly processed.

(d) Employees temporarily absent on detail, leave training courses and/or TDY will be advised of vacancies by their supervisors. A record of the supervisor advisement will be kept. In no event shall the rating and ranking process be held up because of late applications.

Section 4 Rating to Determine Eligibility of Candidates

(a) The published Office of Personnel Management minimum qualification standards and selective placement factors (if any) will be used to determine basic qualifications.

(b) A qualification standard may not be modified after the vacancy announcement has been posted unless an inappropriate standard is used or the Office of Personnel Management issues a revised standard.

(c) Candidates qualifications will be determined by evaluation of experience and training. Evaluation under job placement procedures will be used if required by the Bureau or the Office of Personnel Management.

Only the Office of Personnel Management appropriately approved tests will be used to determine basic qualifications.

Section 5 Evaluation and Ranking Candidates

(a) Evaluation procedures must provide a sound basis for considering and comparing applicants for the position to be filled to determine the knowledge, skills and abilities that an employee should possess to be successful in the position.

(b) Evaluation of candidates will be completed within fourteen (14) working days after the closing date of the job announcement. The evaluator(s) may be at least at, or above the position they are evaluating candidates for. The evaluator(s) may have the advisory services of a personnel specialist.

(c) Factors are to be developed for evaluating candidates. From these, a rating schedule shall be established. The factors available are:

1. Written Tests. Test will not be used unless approved by the Office of Personnel Management and the views of the Union considered as to need for administering or not administering such tests.

2. Supervisory Appraisal of Performance. The candidates will submit his/her current supervisory appraisal issued within the last twelve (12) months or upon request of the employee and with the agreement of the rating supervisor a new appraisal may be completed and submitted with the employees application.

If any employee has no supervisory appraisal of

record issued within the last twelve (12) months he/she will obtain an appraisal and submit said appraisal with their application.

All appraisals issued in response to the vacancy announcement must be discussed with the employee upon completion of the appraisal.

(3) Experience. Experience will be evaluated from the employee's application and such evaluation shall consist of the type and quality of experience the candidate has in relation to the requirements of the position to be filled. Length of qualifying experience and length of service (based on Federal Service computation date) will, in that order be used to break ties, i.e., the employee with the most service shall appear on the register above other employees with whom he/she is tied.

(4) Awards. Weight must be given to any award received by the candidate. The award must be relative and recent (as determined by the Evaluator(s)) to be considered.

(5) Training, Self-Development and Outside Activities. Evaluation of these factors shall be relative to the vacant position.

(d) All applicants will be rated in accordance with the rating schedule. The rating schedule shall provide for a means to establish a numerical score for each candidate. Each candidate shall be assigned a numerical score in accordance with their score, i.e., candidate with the highest score will be placed on the top of the register, next highest, second, etc. Each applicant shall be notified of his/her score and his/her relative stand-

ing on the register. The rating schedule and promotion register shall be furnished to the Union upon request.

Section 6 Selection and Release of Candidates

(a) Selection for filling such vacancies may be made from a merit promotion certificate.

(b) An employee selected for promotion shall be released at the earliest possible release date which shall provide for a two (2) week notice.

(c) Employees who applied and were considered for promotion and were not selected will be notified of non-selection and will be furnished the name of the successful candidate.

Section 7 Promotion Registers

(a) Except for continuously open registers, the Employer agrees to renew all promotion registers before selecting from them if the registers have been in existence for more than one (1) year. Each promotion register must have an established date.

(b) Announcements for establishing registers may be opened on a continuous basis in cases of a heavy turnover in the position or where experience has indicated it is difficult to obtain highly qualified candidates.

(c) Any candidates placed on a promotion register may be selected providing they are within reach for certification.

Section 8 The Employer agrees that when feasible, all tests in connection with this article shall be conducted during normal working hours.

Section 9 The Employer agrees that there shall be no discrimination in the evaluating or selection for promotion because of race, color, religion, sex, national origin, politics, marital status, physical handicap, age, or membership or non-membership in the Union, or authorized activities with the Union, or any other non-merit factor.

Section 10 Grievance Appeal Procedures

(a) If a grievance is filed in connection with any part of this article, it will, in no way, delay management from proceeding with the promotion process up to and including selection and promotion of the selectee.

ARTICLE 21

TEMPORARY PROMOTIONS

Section 1 It is agreed that employees temporarily assigned to non-supervisory duties above the level of their position for periods in excess of 14 calendar days or where it is expected that the temporary assignment will be for 14 calendar days or more, such employee shall be temporarily promoted to the higher level position and payment shall begin on the 15 calendar day of the assignment. It is desirable that pay for the temporary promotion shall begin on the first day of the assignment.

Section 2 Selections for competitive temporary promotions in excess of 120 days shall be made from an appropriate register.

Section 3 Selections for non-competitive temporary promotion (not to exceed 120 days) may be made from those available employees within the immediate area where the vacancy exists.

Section 4 it is agreed that a series of details or assignments to a particular higher level portion will not be made to evade the principles set forth in Section 1 of this Article.

ARTICLE 22

PERSONNEL RECORDS

Section 1 Employee' official personnel folders (OPF) shall be maintained in accordance with applicable OPM regulations. Accordingly, an employee's OPF shall contain only such documents and records as provided for by law or regulation and germane to his/her employment. An employee and/or his/her representative, designated in writing on each occasion, may, upon request, have access to review or photocopy such documents therein as may be required to pay all costs associated with photocopying if more than one copy of each document is required. The employee or designated representative shall give the Employer advance notice of the request for review in order to permit the Employer the opportunity to provide adequate supervision over the review. Such requests shall not be so frequent as to disrupt the orderly conduct of OIR business.

ARTICLE 23

BULLETIN BOARDS

Section 1 Five bulletin boards will be made available for Union use. Material will be controlled only by a Shop Steward. No one else will place on or remove anything from these boards except the Shop Steward.

Section 2 The employer agrees that the Union may

place on such bulletin boards, Union literature, notices, etc., provided the language incorporated therein does not adversely reflect upon management or upon the Employer of the Department of the Treasury. Material posted must be reasonable in size and must contain nothing that would seem to identify it as official Bureau material or to imply that it is sponsored or endorsed by the Bureau. The literature must not contain statements reflecting unfavorably on or which attack the integrity or motives of any individual, other employee organizations, Government agencies, or activities of the Federal Government.

ARTICLE 24

PUBLISHING THE AGREEMENT

Section 1 The Employer agrees to provide to employees within the unit a copy of the current agreement including amendments thereto.

ARTICLE 25

REDUCTION-IN-FORCE

Section 1 The decision to conduct a reduction-in-force, including such matters as when, where, and the size of any reduction-in-force, are determinations to be made by the Employer.

Section 2 It is agreed that the Employer will notify the Union as soon as practicable of impending reduction in-force in the unit. The views of the Union concerning the reduction-in-force will be taken into consideration prior to implementation. During such period of reduction-in-force, the Union agrees to cooperate with

the Employer in communicating to employees the basis and reasons for the reduction.

Section 3 In the event of a reduction-in-force, the competitive area shall be determined by the Employer. Employees will be furnished as much information concerning the reduction-in-force decisions, indicated in Section 1 above, as soon as possible after such decisions are made by the Employer. Service computation dates are to be used as one of the factors in reduction-in-force.

Section 4 During any reduction-in-force, if management elects to fill existing vacancies in the Unit, consideration will be given to qualified employees in the unit who might otherwise be affected by the reduction-in-force action.

Section 5 The bumping and retreat rights of employees affected by the reduction-in-force shall be governed by applicable statutes, OPM regulations and Department of Treasury directives.

Section 6 Any career or career-conditional employee in the unit who is separated as a result of reduction-in-force, and who has not declined placement in an equivalent representative rating to the position held, upon request, shall be placed on the reemployment priority list and such employees shall be given preference for reemployment in accordance with applicable regulations.

Section 7 Any career or career-conditional employee who is separated because of reduction-in-force action and who, prior to separation, had not declined assign-

ment to a full-time, non-temporary, competitive position with a representative rate not lower than that of the position from which separated, will be placed on a reemployment priority list in accordance with their reduction-in-force retention standing, and will be given fullest consideration for rehire before filling vacancies by other means. If all other factors are equal and the vacancy or vacancies are to be filled from the reemployment priority list, inverse order of reemployment will be given proper consideration. The names of former employees who had career appointments will be maintained on the list for two years and the names of those who had career-conditional appointments will be maintained on the list for one year, unless they are removed earlier because of:

1. Voluntary request
2. Acceptance of a full-time, non-temporary, competitive position; or
3. Declination of a non-temporary, full-time, competitive position with a representative rate not lower than that of the position from which separated by reduction in-force.

Section 8 Any permanent status employee who is separated because of reduction-in-force may submit an application and will be informed of this right at the time of separation, indicating interest in being considered for temporary appointments that become available. In making temporary appointments, priority will be given to such applicants provided they have qualifying experience in the position to be filled. Should there be a greater number of qualified applicants available than

there are appointments, the appointments will be offered to the applicants in accordance with management needs, with consideration given to the employees skills, abilities, and retention standing.

Section 9 Acceptance of a temporary position by an employee on the reemployment priority list will not affect the employee's status on the list of his/her eligibility for reemployment in a permanent position.

Section 10 Career and Career-conditional employees who are separated or reduced in grade and compensation due to reduction-in-force will be given proper consideration to fill a vacancy from which they were separated or reduced unless the employee has been removed from the reemployment priority list as provided in pertinent regulation. Acceptance of a temporary position will not remove an employee from this entitlement.

Section 11 The Union, when representing the employee, shall have the right to review retention registers, official personnel folders, and other pertinent papers relative to reduction- in-force actions affecting the employee in the unit.

Section 12 Upon request, the Union shall be furnished a copy of all reduction-in-force notices issued to employees in the unit.

ARTICLE 26

TECHNOLOGICAL CHANGE

Section 1 The Employer will advise the Union in advance as far as possible, normally not less than three months of any proposed technological change defined

below. Technological change shall be defined as any change in equipment and/or material, used in performing bargaining unit work. Upon request by the Union, the Employer will promptly meet with the Union to discuss the effects of the proposed technological changes upon the work force. It shall be the responsibility of the Employer to provide the Union with full information, when requested, regarding the effects of the proposed technological changes in order to determine the effects on the bargaining unit.

Section 2 Any future technological change implemented by the Employer found to be hazardous or creating unhealthy working conditions or practices will be subject to the Safety and Health article of this agreement.

Section 3 The Employer agrees that when for any reason, technological changes take place that require additional knowledge and/or skill on the part of its employees, the Employer and the Union will meet to and negotiate appropriate arrangements for employees adversely affected by the introduction of technological change. One option carefully considered and discussed with the Union shall be retraining of employees.

ARTICLE 27

SUGGESTIONS AND INCENTIVE AWARDS

Section 1 The suggestion program for unit employees will be the program identified as BEP Personnel Manual M 60-1, Chapter 451, Section 2 dated May 19, 1982, and is incorporated in its entirety into this article.

ARTICLE 28

MISCELLANEOUS PROVISIONS

Section 1 The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in worthwhile charity drives. However, in no instance shall the Employer or the Union exercise undue pressure on any employees to contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the Unit will be withheld, nor will any preferential treatment be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive. A reward for which all employees are eligible will not be construed as a violation of this section.

Section 2 The Employer will continue to provide a retirement planning program on an as needed basis in which all employees within three years of eligibility of retirement may voluntarily participate.

Section 3 The Employer will continue to make available individual retirement counseling assistance, information, and material. When appropriate, the employer will inform employees regarding eligibility for disability and discontinued service annuities.

Section 4 All requests for light-duty or limited-duty assignments will specify, by medical certification, the limitation(s) on actions and/or activities the employee is physically unable to perform as well as the probable length of time such limitations) will exist. Employees on light-duty or limited-duty assignments must update

their status by submitting a physician's statement once each thirty (30) days. Employees whose physical limitations are certified as permanent by a physician will be subject to downgrade, reassignment, temporary de-tail and/or processed for disability.

(a) An employee is considered to be in a light-duty status when his/her physical limitations are such that he/she is physically incapable of performing the duties outlined in his/her position description. An employee is considered to be in a limited duty status when he/she is physically capable of performing certain of these duties but physically incapable of performing all of them.

(b) It is recognized by both parties to this agreement that handicapped employees are often valuable to organizations. It is good policy to accommodate employees that can perform the essential duties connected with their position. Provided that the needs of the Employer are met, it is also good policy to find appropriate work for those who can be efficiently and effectively utilized while not presenting a danger to themselves or others.

(c) In accordance with the needs of the Employer, employees can be placed in a light duty assignment. Such assignment will not necessarily be job related for employees with job related injuries. Employees in a limited duty status may be assigned work compatible with physical limitations, if such work is available

(d) Normally, employees in a light-duty or limited-duty status shall not be required to transfer to the evening or midnight shift when reasons based upon the em-

ployees doctors certificates or safety office or Bureau medical office indicate an adverse affect upon the employee. When a shift change is made a copy of the decision will be provided to the Union.

(e) Employees may be considered ineligible for overtime assignments while in light-duty status. Employees in limited-duty status may be assigned overtime work compatible with their physical limitations, if such work is available.

Section 5 When there is evidence that an employee is physically unable to perform the majority of his/her duties and work cannot be found for the employee, he/she may be required to undergo a fitness-for-duty medical examination. The Employer agrees that prior to being sent to the Employer's Medical Authority, the employee shall be informed in the presence of the employee's Union Representative, unless the employee does not want a Union Representative present, that the employee may be examined by the Employer's Medical Authority or by a qualified physician of his/her choice subject to the following conditions:

(a) The Employer orders the examination after determination that such medical examination is necessary primarily for the benefit of the Government;

(b) The physician is board-certified in the appropriate medical specialty and acceptable to the Employer;

(c) The physician submits a complete report of the examination directly to the Employer. The physician will determine the employee's physical condition, and then the employer will determine the employee's fitness for

duty. The employee shall be advised that the Employer will pay for the medical expenses and reasonable travel incurred by the employee in undergoing such Employer directed physical examination,

Section 6 The Employer agrees that up to four Union officials shall not be involuntarily placed on any night shift rotation roster except for extenuating circumstances.

The Union must notify the Employer in writing by January 31 of each year of the name and office of the four Union Representatives. This does not prohibit the Employer from assigning any employee, including Union Representatives, to the necessary shift to complete special job assignments.

Section 7 It is further agreed and understood that any prior work benefits and practices which have developed as a form of benefit to employees (such as existing smoking rules, provisions for employees' use of telephones, etc.), which are presently acceptable to the Employer and the Union but which are not specifically covered by this Agreement, shall remain in force and effect during the term of this Agreement, unless otherwise mutually agreed to by the Employer and the Union. The Employer, in contemplating changes, hereby agrees that such changes will not be made without proper notice to, or consultation with the Union. Any past practices which violate law, regulation, the CSRA or this Agreement are null and void. Practices which violate law, regulation or the CSRA will be discontinued.

Section 8 Both parties recognize that all employees are expected to pay promptly all financial obligations.

A just obligation is one which the employee acknowledges as being just or which has been reduced to a judgment by court means. In the event of a dispute between an employee and any private individual or firm, the employer will not make any determination as to the validity of a debt or the amount of the disputed indebtedness.

ARTICLE 29

DISCIPLINARY ACTIONS

Section 1 For the purpose of this Article, disciplinary actions are defined as letters of warning, letters of reprimand and suspensions of fourteen (14) days or less.

Section 2 Disciplinary actions shall be taken only for just cause and the employee will be notified of his/her rights including the procedures in this article and other articles of this agreement.

Section 3 The grieving of actions described in Section 1 of this article can only be processed through the negotiated grievance procedure of this agreement starting at the step above the level the action was initiated.

ARTICLE 30

ADVERSE ACTIONS

Section 1 Adverse actions are defined as removal, suspension for more than fourteen (14) days, reduction in grade or pay, furlough for 30 days or less and other matters as defined by 5 USC, CSRA.

Section 2 Employees of the Unit are entitled to Union Representation at all conferences or discussions

with the Employer concerning proposed adverse actions or any conference or discussion or hearing with the Employer following a letter of decision on such matters.

Section 3 In the event an employee is issued a proposed notice of adverse action, the initiating official, upon request and prior to the notice of decision, shall meet with the employee and Union representatives for the purpose of ascertaining all the facts of the case. Relevant witnesses shall be called, upon request by the Union, and shall suffer no loss of pay for so serving. It is further agreed that upon request of the Union, necessary records of the Employer shall be made available to the Union for their use in substantiating the claims of the parties, if permitted under law and at the specific request of the employee involved.

Section 4 In the event the employee is issued a notice of decision on an adverse action which is unfavorable to the employee, except in cases of emergency suspension, such notice shall be delivered to the employee at least seven (7) days prior to the effective date of action. The action may be appealed through the negotiated grievance procedure starting at Step 2 or the appropriate appeal procedures available to the employee for that purpose. The grievance or appeal procedure, if invoked, will not delay management from taking the action immediately.

Section 5 An employee will be advised by the Employer of his/her appeal rights on adverse actions.

ARTICLE 31
GRIEVANCE PROCEDURE

Section 1 The Employer and the Union desire that all employees in the Unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and the Employer and the Union agree to work toward this end. This procedure is the exclusive procedure available for settlement of all grievances, including questions of arbitrability and suspension of 14 days or less, except for the following:

- (1) Any claimed violation of matter relating to prohibited political activities.
- (2) Retirement, life insurance, or health insurance.
- (3) National Security matters.
- (4) Any examination, certification or appointment.
- (5) Classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) Reduction in Force
- (7) Any employee grieving a matter of discrimination, unacceptable performance, adverse actions and similar matters may choose to process the grievance under this procedure, or statutory/established appellate procedures, but not under both.

Section 2 An employee or group of employees may present their own grievance and have it adjusted without the intervention of the exclusive representative,

provided an exclusive representative has been given an opportunity to be present during the grievance proceeding, such adjustment is not inconsistent with the Agreement and the final decision is forwarded to the Union at the same time it is forwarded to the employee or group of employees. An adjustment may be offered at any step below step **3** of the grievance procedure. Should an employee elect to submit a grievance under this procedure without Union representation, he/she will not be entitled to any other representative.

Section 3 (a) The Employer recognizes and endorses the importance of bringing to light and adjusting grievances promptly.

(b) 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.

(c) Grieving employees will have the right to be accompanied, represented, or advised by the Union at any stage of the proceeding.

(d) The term "designated Union Representative" as used in this Article shall mean any one of the following Union Representatives:

1. President;
2. Vice President;
3. Shop Stewards;
4. International Officers of IAM/AW.

(e) No more than one designated Union Representative will be granted official time to process the

grievance at Steps one and two of this procedure. The Chief Shop Steward will also be granted official time at Step two or succeeding steps.

(f) *The term "First Line Supervisor" means a Foreman or Assistant Foreman.*

(g) The term "Second Line Supervisor" means the Division Superintendent or Assistant Division Superintendent.

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

Section 4 This procedure will be the only procedure available for the processing and final disposition of grievances relating to the terms of this agreement or any grievable matter. The aggrieved will be bound by the Union's decision to accept settlement at any step of these procedures, if the Union is the aggrieved chosen the Union's decision to accept settlement at any step of these procedures, if the Union is the aggrieved chosen representative. Only the Union may invoke arbitration.

Section 5 It is agreed that a grievance under this Article will be initiated within fifteen (15) days of the incident or knowledge of the incident which caused the grievance. Any grievance failing to comply with these time limits shall not be presented or considered at a later date.

Section 6

Step 1. The grievance shall first be discussed by the employee concerned, one designated Shop Steward

(if any), and the appropriate First Line Supervisor in an attempt to settle the matter informally. If no immediate settlement is made, the Supervisor must give his/her answer or decision within two working days of the meeting.

Step II. If the grievance is not settled as a result of Step I, the aggrieved shall, within two working days, request a meeting with the appropriate Second Line Supervisor. The supervisor shall meet with the aggrieved and one designated Union Representative (if any), and the Chief Shop Steward (if necessary), within three working days after the date on which the meeting was requested. At this step, every effort shall be made to resolve the complaint by informal discussion. If no immediate settlement is made, the Supervisor must give his/her answer or decision within three working days after the meeting.

Step M. If the aggrieved is not satisfied with the answer received as a result of Step II, the aggrieved shall reduce the grievance to writing and submit it to the appropriate Third Line Supervisor within seven working days. In submitting the grievance in writing, the employee must identify:

- (a) The nature of the grievance;
- (b) The specific provision(s) of the Agreement that was violated;
- (c) The remedy desired;
- (d) One Union Representative (if any). The

supervisor will meet with the aggrieved and one

designated Union Representative (if any), and the Chief Shop Steward (if necessary), within three working days after the date on which the meeting was requested, The supervisor must have his/her answer or decision within 14 calendar days of the meeting.

Section 7 If the grievant and/or the Union is not satisfied with the decision reached in Step III 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 impartial arbitration. If, at this time, the Bureau Director reaches a decision acceptable to the Union, the matter is ended.

Section 3 (a) At each and every step of the grievance procedure including arbitration, the Union shall be permitted to call a reasonable number of employee witnesses who have a knowledge of the circumstances and factors bearing of the case. Such employee witnesses shall suffer no loss of pay for so serving.

(b) The meeting referred to in Step 2 of the procedure will be held on the regular day shifts. All employees not regularly on the day shift when required to be present shall be changed to the day shift for this purpose.

(c) The Employer when requested will produce any permissible records, the disclosure of which is not prohibited by law, rules, or regulations and are not of a privileged nature, and are pertinent to the grievance.

(d) New issues may not be raised by either party unless they have been raised at the first step of the

grievance procedure, provided, however, the parties may mutually agree to join new issues to the grievance in process.

Section 9 (a) Working days mean non-premium, non-overtime days for Unit employees.

(b) Time limits delineated in this Article may be extended by mutual consent.

(c) The parties may mutually agree to waive any item of this procedure.

Section 10 For a situation when two (2) or more employees have a grievance which may be reasonably construed as identical, and the employee and the Union representative mutually agree by management and the Union, similar grievances may be combined and presented in the interest of saving time and resources of both parties.

Section 11 If the basis for a grievance is an action or decision of an official of the Employer above the shop level, the grievance will be reduced to writing and shall begin at the management level which has taken the action or has made the decision.

Section 12 It is the intent of the parties to this Agreement that any dispute, subject to this grievance procedure, shall be fully discussed at each step of the procedure, with the view in mind of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack. Such meetings shall, by mutual agreement, provide for the presence of representatives from both parties with

direct knowledge of the issues involved, the presence of the accused and the accuser as the situation dictates and questioning of witnesses.

Section 13 Failure of the Employer to meet the time limits prescribed above shall permit the employee or the Union to move the grievance to the next step of the procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

ARTICLE 32

ARBITRATION

Section 1 If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written notice by either party within thirty (30) days after issuance of the final decision, shall be submitted to arbitration.

Section 2 Within fifteen (15) working days from the date of the notice for arbitration, the parties shall jointly or individually request 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 ten (10) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of five and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. In all cases, a coin will be flipped to determine which party will begin the striking procedure.

Section 3 (a) The arbitration hearing will be held during the regular day shift hours of the normal basic work-week, on the Employer's premises when practical, or at any site mutually agreed upon.

(b) A verbatim transcript will be made if the parties mutually agree or either party may request a verbatim transcript assuming the full cost for this service. If the other party upon consideration then requests a transcript that party will pay for one third of the cost of recording and transcript.

(c) The arbitrator's fee shall be borne equally by Employer and the Union and shall be limited to twice the fee that the Employer is authorized to pay. 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 Chief Steward, the Union President or the Vice President, 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 charges to annual leave. All employees not regularly on the day shift, when required to be present, shall be changed to the day shift for this purpose.

(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. However, this does not preclude the Bureau's right to appeal.

(f) It will be within the sole discretion of the arbitrator to determine who may testify.

Section 4 The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 5 The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority.

Section 6 If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on the implementation of the award, they will so notify the other party within ten (10) working days of receipt of the award.

Section 7 The arbitrator will have no authority to add to, subtract from, amend, or modify any provision of this Agreement or impose on either Employer or the Union any limitation or obligation not specifically provided for under the written terms of this Agreement, and all written amendments agreed to by the parties.

Section 8 Awards by arbitrators involving back pay or other monetary awards shall be limited by applicable laws and regulations.

ARTICLE 33

DUES WITHOLDING

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 certifications 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, as follows: Columbia Lodge No. 174, IAMIAW;

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 was 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 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 employee has been separated, transferred, or reassigned outside the recognition area covered by the agreement to withhold dues;

3. The gross amount deducted and remitted.

Section 5 The parties agree that:

(a) The amount of the dues to be deducted as

allotments from compensation may not be changed more frequently than once every 12 months;

(b) Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If 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. An allotment for the deduction of any employee's regular dues deduction may be terminated by the employee through submission, to the Employee and Labor Relations Division, Standard Form 1188 properly executed in duplicate by the individual employee involved. The Employee and Labor Relations Division will maintain a supply of Standard Form 1188 and will make this form available to eligible employees upon request. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted

on Standard Form 1188. Any termination of allotment for the deduction of Union dues under this Section may only be honored once a year on the initiation date of the person into the union. The Employee and Labor Relations Division will accept Standard Form 1188 only during the three-week period which precedes the anniversary date. The Employer will transmit the duplicate of Standard Form 1188 or its equivalent to the Union Official so designated to receive same no later than seven (7) days after receipt by the Employee and Labor Relations Division. The Standard Form 1188 will be date stamped by the Employee and Labor Relations Division, indicating the date received.

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

Beginning of first pay period following loss of recognition:

(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 a pay period, termination of allotment will automatically be at end of pay period.

Section 7 The provisions of this Article will be effective until one of the following events occurs:

(a) A new contract is mutually approved;

(b) The impasse *resolution* procedures of Section 7119 of the Civil Service Reform Act of 1978 are exhausted; or

(c) The Union loses its representation rights.

ARTICLE 34

DURATION AND CHANGES

Section 1 This Agreement shall remain in full force and effect for two years from the date approved by the Treasury Department, and thereafter from year to year, unless written notice is given by either party to the other party in the period between 105 and 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 (CSRA).

Section 2 This Agreement, except for the duration period as specified in Section 1 of this Article, is subject to opening only as follows:

(a) It may be opened for amendment(s) by mutual consent of both parties at any time after it has been in force and effect for at least six months. Request for such amendment(s) by either party must be in

writing and must include a summary of the amendment(s) proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s) they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties;

(b) If amendment(s) are required to the existing contract because of changes made in applicable laws, Executive Order, or published agency regulations after the effective date of this Agreement, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, Executive Order, or regulations. Such amendment(s) as agreed to will be duly executed by the parties and become effective on date or dates agreed to as being appropriate under the circumstances.

Section 3 No agreement, alteration, understanding, variation, waiver, or modification of any terms of conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by the approving authority.

Section 4 All provisions of the Agreement not currently

in effect shall become effective on the date of approval by the Agency.

Section 5 The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.