

LABOR-MANAGEMENT  
AGREEMENT

between the  
BUREAU OF ENGRAVING AND PRINTING  
DEPARTMENT OF THE TREASURY

and the

ELECTROLYTIC PLATE MAKERS OF WASHINGTON  
LOCAL NO. 24  
INTERNATIONAL PLATE PRINTERS,  
DIE STAMPERS AND ENGRAVERS UNION  
OF NORTH AMERICA

AFL-CIO

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## **PREAMBLE**

Pursuant to the policy set forth in Executive Order 11491, as amended, issued by the President of the United States, and governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; 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 required by law or by the regulations of appropriate authorities, the following articles constitute an agreement by and between the Bureau of Engraving and Printing, Washington, D. C., hereinafter referred to as the "Employer" and Electrolytic Plate Makers of Washington Local No. 24, International Plate Printers, Die Stampers and Engravers Union of North America, 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 DESIGNATION

#### **SECTION 1.**

The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit (as defined in Section 2 below), and the Union recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to personal organization membership, with respect to grievances, personnel policies, practices and procedures, and other matters affecting their general working conditions, subject to the express limitations set forth in Articles 2 and 3 below.

#### **SECTION 2.**

The Unit to which this Agreement applies is composed of all non-supervisory journeyman and apprentice Electrolytic Plate Makers as set forth in the Director's grant of exclusive recognition approved March 28, 1972.

#### **SECTION 3.**

Termination of this Agreement shall not, in itself, terminate the status of recognition granted the Union.

## **ARTICLE 2**

### **RIGHTS OF EMPLOYEES**

#### **SECTION 1.**

All employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization or to refrain from any such activity. The freedom of such employees who assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Representative, including presentation of its views to officials of the Executive Branch, the United States Congress, or other appropriate authority, except as expressly provided in Executive Order 11491, as amended.

#### **SECTION 2.**

The Employer shall take such action, consistent with law or with such directives from higher authority as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced within the Unit to encourage or discourage membership in the Union.

#### **SECTION 3.**

All Electrolytic Plate Makers shall have the right to bring matters of personal concern to the attention of appropriate Union officers, or representatives, and/or officials of the Employer.

#### **SECTION 4.**

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 5.**

New employees hired in a position included in the Unit will be advised of the contractual relationship between the Employer and the Union.

## **ARTICLE 3**

### **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 and not by way of limitation) 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 Executive Order 11491, as amended. However, the obligation to meet and confer does not include matters with respect to the Employer's mission; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees 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.**

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agencies' policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of the controlling agreement at a higher agency level.

#### **SECTION 4.**

Any previous past practices, which violate law, regulation, Bureau policy, and this Agreement are null and void. Prior to changing past practices which prevent the Employer from conducting its operations in an efficient manner, the Employer will afford the Union the opportunity to negotiate the impact and implementation of the change. The Employer reserves the unilateral right to change any condition deemed detrimental to the Bureau's operation. No such change will be made without proper notice. Prior work

benefits, practices and understandings which are presently mutually 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 parties. The Employer reserves the right, however, to change any condition deemed detrimental to the Bureau's operation.



## **ARTICLE 4**

### **MATTERS SUBJECT TO NEGOTIATION**

#### **SECTION 1.**

The Employer agrees to notify the Union in advance of any change required by regulations or directives, whether imposed by the Bureau or by any higher authority, consistent with Section 11(a) of Executive Order 11491, as amended. Bureau security regulations and practices shall be exempt from this provision. The Employer agrees to negotiate, upon request, with the Union concerning the impact and implementation of the change.

#### **SECTION 2.**

Matters appropriate for negotiations between the parties are policies and programs relating to general working conditions, which are within the discretion of the Employer, consistent with Section 11(a) of Executive Order 11491, as amended.

## **ARTICLE 5**

### **UNION REPRESENTATION**

#### **SECTION 1.**

The Employer agrees to recognize the Officers and duly designated representatives of the Union and shall be kept advised in writing by the Union of the names of its officers and representatives.

#### **SECTION 2.**

The Union representatives 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 will not be conducted during working hours.

#### **SECTION 3.**

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 also be obtained from the immediate supervisor of any employee being contacted. The representatives will report their return to work to their supervisor. Normally, permission will be granted to the Union representatives requesting a pass to leave their work area to conduct appropriate union business, and supervisors will make every reasonable effort consistent with work requirements in this respect. Union representatives will guard against excessive use of time in handling matters necessitating their absence from their work assignment.

#### **SECTION 4.**

The Employer agrees that officers 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 5.**

The Union may designate employee members as representatives elected or appointed as a Union officer or as a delegate to any Union activity necessitating a leave of absence and, upon timely written notification to the Employer by the Union, such employee shall be granted annual leave or approved leave without pay.

## **SECTION 6.**

The Employer agrees to grant administrative leave to representatives of the Union incident to training relating to matters within the scope of Executive Order No. 11491, as amended, 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 24 hours during the term of this Agreement.

(b) - The Employer shall grant the requests for training and administrative leave when given timely notice, and when the scheduling does not interfere with Bureau requirements. No more than one employee from any one shift will be granted leave for the same day.

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

## **SECTION 7.**

The number of Union Representatives at formal discussions called by management shall be limited to the Union Committee, not to exceed three employees.

## **SECTION 8.**

When a labor organization has been accorded exclusive recognition, it is the exclusive representative of employees in the unit and is entitled to act for and negotiate agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The labor organization shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

## **ARTICLE 6**

### **BASIC WORKWEEK**

#### **SECTION 1.**

The basic workweek shall consist of five eight-hour days, Monday through Friday inclusive.

#### **SECTION 2.**

The regular hours of work on the first shift shall be from 8:30 a.m. to 4:30 p.m. When management determines that a second or third shift is necessary, the regular hours of work on the second shift shall be from 4:30 p.m. to 12:30 a.m. and the regular hours for the third shift shall be from 12:30 a.m. to 8:30 a.m.

#### **SECTION 3.**

Payment of Night Pay Differential and Overtime Pay to Unit employees shall be administered in accordance with applicable statutes, regulations and decisions of the Civil Service Commission, the Department of the Treasury, and the Employer.

#### **SECTION 4.**

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.

#### **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 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 his work day, if he provides the Employer with reasonably acceptable documentation that he made an effort to reach work and that the emergency condition prevented him from doing so. The Employer may waive the requirement for documentation for absences of two hours or less.

## **ARTICLE 7**

### **SENIORITY**

#### **SECTION 1.**

Seniority for the purpose of this Agreement is computed as continuous service in the Bureau as a Journeyman Electrolytic Plate Maker, within the bargaining Unit as defined.

## **ARTICLE 8**

### **SHIFT ASSIGNMENT**

#### **SECTION 1.**

The selection of employees for assignment to the night shift shall be made by those volunteering for the change, consistent with the operational needs of the Employer. Records will be kept of all assignments to the night shift in order to assure compliance with this article, and, in the event of an alleged inequity, such records will be made available to the Union.

#### **SECTION 2.**

The Employer agrees to post a notice that the "Voluntary Night Shift List" is available in the Office for signature, such list to be available for five working days, so that employees may have ample time to designate their preference. At the end of five days no changes shall be allowed. All subsequent assignments to the night shift shall be made from this list.

#### **SECTION 3.**

Subsequent to the completion of the "Voluntary Night Shift List" there shall be developed the "Night Shift Assignment Sheet," the Night Shift Assignment Sheet to be developed at least seven days in advance of the assignment periods. Shift Assignment preference shall be obtained from the Voluntary Night Shift List by employee signature on the basis of seniority standing. One assignment preference is permitted per employee until all assignments are staffed. The Night Shift Assignment Sheet to be made up in periods of one calendar year.

#### **SECTION 4.**

Reasonable time will be allowed employees to clean tools, machines, and equipment at the end of each shift. Fifteen minutes personal cleanup time will be allowed for those employees required to change clothes. Employees will be allowed a reasonable time for personal cleanup prior to eating lunch.

#### **SECTION 5.**

In the issuance of administratively excused leave because of inclement weather, breakdown of equipment, emergencies, or acts of God, all employees who report for work shall be given such administratively excused leave in the amount applicable to their shift.

#### **SECTION 6.**

Employees working on the second and third shift shall receive the applicable shift differential for all hours worked.

**SECTION 7.**

Any employee on the second or third shift, absent because of sickness, vacation, or union leave, may have his assignment filled by a journeyman until the employee returns to work.

**SECTION 8.**

It is agreed and understood that an employee working on a shift without supervision shall be responsible only for the work he performs. Each employee in the Unit is responsible for adhering to all Bureau security regulations and requirements, with particular reference to the employee's immediate work area and product, and to the securing of all materials and equipment.

## **ARTICLE 9**

### **JOB ASSIGNMENT**

#### **SECTION 1.**

Job assignments within the Unit will be made by the Employer consistent with the operational needs of the Bureau on a fair and equitable basis.

#### **SECTION 2.**

Whenever the Employer determines that production requirements necessitate the employee's assignment to another job within the Unit, the Employer will reassign the employee, on a fair and equitable basis.

#### **SECTION 3.**

Normally, job assignments will be rotated among qualified employees on a fair and equitable basis, consistent with the operational needs of the Bureau.



## **ARTICLE 10**

### **OVERTIME**

#### **SECTION 1.**

Employees are required to work all overtime assigned unless specifically excused by the Employer. The Employer shall make every effort to give as much advance notice as possible prior to scheduling an employee for overtime. Normally, the weekend overtime list will be posted by 3:30 p.m. on the preceding Thursday. However, to meet emergency schedules, notice to an employee within the last hour of the scheduled shift immediately preceding the overtime hours shall be construed to be advance notice. Officially approved overtime worked by employees shall be paid at appropriate overtime rates.

#### **SECTION 2.**

(A) Overtime assignments shall be distributed among employees on as equitable a basis as possible consistent with the operational needs of the Employer and the qualifications of the employee, and in such a manner as to assure a balanced work force. Overtime rosters shall be maintained and made available for review on the basis of the total number of overtime hours worked or declined. The Journeyman Electrolytic Plate Maker with the least number of cumulative hours worked or declined shall be asked to work first, and the request shall proceed in ascending order.

(B) When an employee's name is reached on the rotation roster for overtime, the employee will be excused from working such overtime upon request, and charged with the number of hours the employee was requested to work. If the required number of employees cannot be obtained through volunteers, then the junior qualified journeyman on the shift affected will be required to fill the assignment.

(C) The Employer shall not call any employee at home to offer overtime work except in emergency situations or if an employee is on sick leave. After 3:30 p.m. on Thursday, only those employees who are on duty when the overtime is being assigned will be solicited to work. If an employee is involuntarily assigned, the employee may obtain a substitute if the supervisor approves and if the substitute personally acknowledges acceptance of the assignment to the supervisor. No apprentice will be offered overtime if a qualified journeyman is available.

(D) On the anniversary date of the contract each year, the roster of all accumulated overtime hours worked or declined will revert to zero, and the overtime roster will be drawn up with all employees listed in order of seniority.

#### **SECTION 3.**

Employees whose medical records, including certificates from their physicians, indicate that their assignment to overtime work may be injurious to their health will be referred to the Medical Officer. Upon his recommendation, such employees will not be assigned overtime work. An employee on overtime restriction based upon a certificate from his

physician shall be required to renew the certification every 90 days, except for chronic illness. 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. If an employee is excused from overtime assignments for medical reasons for more than eight overtime days in any 12-month period, the employee, upon return to duty will be credited on the overtime roster with one hour more than the highest employee.

#### **SECTION 4.**

Hours of duty for overtime will be determined by the supervisor, based on the operational needs of the Bureau, with consideration given to the convenience of affected employees. Assignments will be limited to those employees regularly assigned to the shift which is working overtime. However, an employee may work overtime as a substitute on another shift if asked to do so by an employee who had been involuntarily assigned, and the Supervisor approves of the substitution. Employees who are working on previously designated special projects will be assigned to work any overtime associated with that project.

#### **SECTION 5.**

Employees required to stay after their regular working hours for any reason, including security reasons, will be paid the overtime rate in 15-minute increments.

#### **SECTION 6.**

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 two hours of pay at the overtime rate even if his services cannot be utilized after he reports to work. No employee reporting on callback will be required to remain for the two hours, unless his services can be utilized.

#### **SECTION 7.**

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 four hours of work, if they report for duty. The Employer agrees, however, to make every attempt to provide a full eight hours of work.

#### **SECTION 8.**

Cleanup privileges on overtime will be the same as those which apply to the basic workweek.

#### **SECTION 9.**

It is agreed that an apprentice or journeyman may be assigned to an overtime situation to obtain specialized training that ordinarily would not be otherwise available.

**SECTION 10.**

New employees will 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 qualification.

**SECTION 11.**

An employee on authorized court leave, if otherwise eligible for scheduled weekend overtime, will not be denied the overtime if the employee notifies the Employer of his availability by 3:00 p.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 he would have worked but for the absence due to such authorized leave.

**SECTION 12.**

If an employee declines an overtime assignment, which occurs on a Friday, there will be no charge for the declination.

## **ARTICLE 11**

### **LEAVE**

#### **SECTION 1.**

The granting and use of sick leave, annual leave, administratively excused leave, court leave, and leave without pay shall be governed by Bureau policy as set forth in the "Leave Regulations" pamphlet issued in October 1976. Copies of this pamphlet will be given upon request to any employee who does not have one, and to all new employees.

#### **SECTION 2.**

Approval of an employee's request for annual leave will be granted when he has given his supervisor reasonable notice to permit arrangements to be made for the staffing necessary to meet the work requirements of the operation. In the event the employee's request is for a day or days for which more requests have been received than can be approved consistent with the work requirements, approvals will be granted on the basis of the earliest request received.

#### **SECTION 3.**

Spot annual leave (three days or less) shall normally be approved at the time the request is made. If any annual leave must be canceled, the employee will be informed of the reasons as far in advance as possible.

#### **SECTION 4.**

An employee will be granted annual leave consistent with the employee's leave balance or leave without pay for up to five days in case of death in the immediate family.

#### **SECTION 5.**

An employee, who makes the request in advance, will be permitted to use annual leave on his birthday, provided the employee has leave accrued to his credit.

#### **SECTION 6.**

If the Employer cancels shifts or scheduled tours, every reasonable effort will be made by the Employer to provide work on the rescheduled shift or days for those employees who do not have annual leave credits. If work cannot be provided for such employees, the Employer agrees to advance annual leave in accordance with existing regulations, or to grant leave without pay.

#### **SECTION 7.**

The Employer shall keep no forms other than official records, available for inspection by the employee, for the recording of an individual employee's leave usage.

**SECTION 8.**

Emergency leave requests shall be handled on an individual basis as they occur.

**SECTION 9.**

Employees must apply for sick leave for medical or dental appointments or tests at least one day in advance. If requested, upon their return to work, employees will present the foreman with appropriate certification.

## ARTICLE 12

### ENVIRONMENTAL HEALTH, SAFETY AND GENERAL WELFARE

#### **SECTION 1.**

The Employer will continue to exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees, using the OSHA Standards as a guide. The Union will cooperate to that end, and will encourage all employees to work in a safe manner.

#### **SECTION 2.**

It is recognized that each employee has a primary responsibility for his own safety, and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The Employer will welcome at any time, from any individual employee or from any Union organization, suggestions which offer practical and economically feasible ways of improving safety conditions.

#### **SECTION 3.**

Protective equipment and safety devices which the Employer requires the employees to use or wear will be provided to the employees at no cost. No employees shall be required to work in areas where conditions exist detrimental to health without proper protective equipment and safety devices.

#### **SECTION 4.**

Employees shall not be permitted to perform repair work on machines while the machines are in motion or in operation which is not necessary because of the nature of the repair to be effected. In the event a given work situation presents a real and present danger to any employee, the Employer agrees to set an appropriate "watch" to assist the employee in the event of need.

#### **SECTION 5.**

The Union may designate a representative to serve on each Safety Committee, which is established, in organizational components containing employees of the Unit.

#### **SECTION 6.**

The Employer agrees to provide to any employee who may be injured on the job, prompt first aid, or any other medical service as necessary on all shifts, to include transportation from the Bureau to employee's place of residence, when necessary.

#### **SECTION 7.**

The Union and the Employer will make every effort to prevent accidents of any kind, in particular those of a more serious nature involving personal injury and lost time. Should such accidents occur, however, the prime consideration will be the welfare and comfort of the injured employee.

**SECTION 8.**

Whenever an employee of the Unit has sustained a lost-time work injury, the Union will be notified of the circumstances.

**SECTION 9.**

Whenever the Bureau Safety Manager or designee concludes, on the basis of an inspection or report, that a condition exists in a work area which could reasonably be expected to cause death or immediate serious physical harm, all Unit employees not necessary for the abatement of the dangerous condition shall be withdrawn from that work area. Results of surveys will be made available to the Union upon request.

**SECTION 10.**

A Hearing Conservation Program will be continued and conducted on Government time.

## **ARTICLE 13**

### **JOB 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 the job descriptions within the Unit and, when changes occur, the Union will receive a copy of such changes.

#### **SECTION 2.**

An employee may at any time during the year 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 of content.

#### **SECTION 3.**

The Employer further agrees to consult the Union when a new Unit job is to be established or when a change is under consideration, and that the Union will be advised of any findings made and the basis for the findings.



## **ARTICLE 14**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

#### **SECTION 1.**

It is recognized that the apprenticeship training program is of vital interest to the Union and the Employer. The objective of this program is to develop highly skilled, Bureau-oriented journeymen thoroughly and broadly qualified in their trades, and to provide a potential source of key employees. In keeping with this objective, the Employer will insure that apprentices receive broad and well-rounded experience within their respective trades. Also, the Employer will maintain records to insure that all apprentices are afforded the opportunity to qualify in each phase of training.

#### **SECTION 2.**

In keeping with the foregoing objective, the Union shall have the right to meet with the Employer to discuss and review the current apprentice training program as it applies to the curriculum of the apprentices in the Unit. The Union may also meet with the Employer to discuss on-the-job training and other Employer-instituted training programs involving Unit employees.

#### **SECTION 3.**

The Employer agrees that apprentices shall be assigned to either an apprentice instructor, skilled journeyman, or other qualified personnel for work experience training, and shall be under the personal supervision of a supervisor who shall be responsible for their training while these apprentices are so assigned.

#### **SECTION 4.**

The Employer agrees that apprentices shall be assigned journeyman level work for training purposes and not as a means of displacing or substituting for a journeyman. A qualified apprentice may work if no journeyman is available.

#### **SECTION 5.**

Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time in accordance with applicable regulations.

#### **SECTION 6.**

In evaluating the productivity of a journeyman, the supervisor shall give due consideration to the time and effort expended by the journeyman in instructing apprentices.

**SECTION 7.**

Selection of employees in the Unit to attend instructor training and appointed as an instructor shall be made by the Employer from mutually agreed upon, qualified nominees from within the Unit submitted by the appropriate union representative and line supervisor. Instructor assignments shall be rotated within the affected craft among qualified journeymen who have successfully completed the instructor training course.

## **ARTICLE 15**

### **PROMOTIONS**

#### **SECTION 1.**

Promotions to Supervisory positions for which Unit employees may be eligible will be made in accordance with established policy and procedures. A copy of the Employer's Supervisory Promotion Plan and any changes thereto will be furnished to the Union.

#### **SECTION 2.**

(A) - It is understood that:

1. Such policy, plan and procedure can be unilaterally changed by the Employer at any time.
2. Non-selection for promotion from a duly constituted register is not grievable.
3. Grievability is limited only to procedural errors.

(B) - It is further understood that in the event the grievance is submitted to arbitration that:

1. The authority of the arbitrator is limited to a determination as to whether or not the Employer did or did not violate its own procedure.
2. The language and intent of the procedure shall not be subject to interpretation by the arbitrator.

## **ARTICLE 16**

### **REDUCTION IN FORCE**

#### **SECTION 1.**

The Employer will notify the Union as soon as possible after it learns that there is a possibility of a reduction in force affecting the members of the Unit. When a reduction in force is decided upon by the Employer, the Union will be notified as soon as possible after such decision and prior to notification to the affected employees. The information to be furnished to the Union in the latter case will be the competitive levels initially affected, the names of employees affected, the number of employees involved, the proposed effective date, and the reasons for the action.

#### **SECTION 2.**

As soon as possible after notification is made under Section 1 above, a joint labor-management committee will be convened to attempt to develop methods and programs to minimize the adverse effects of a reduction in force on Unit employees. The committee will consist of three members appointed by the Employer and three members appointed by the Union. Recommendations will be made to the Employer by this committee. Unanimous recommendations will be binding upon the Employer, and the Employer will give consideration to non-unanimous recommendations of the committee.

The recommendations of the committee will be transmitted to the Employer at such time prior to the effective date of any reduction in force action as will enable effective implementation of its recommendations. Nothing in this Article shall in any way abridge the Employer's right to take action in the absence of a timely unanimous recommendation by the joint labor-management committee, nor shall such actions be grievable or arbitrable. Reduction in force actions may be appealed through the statutory appeals procedure in accordance with the FPM.

## **ARTICLE 17**

### **LIGHT DUTY**

#### **SECTION 1.**

The Employer agrees to the extent practicable to place an employee who has been returned to the shop by medical authority for light duty only on the type of work that will not aggravate his illness or injury. It is further agreed that efforts will be made to provide light duty assignments to avoid placing such employee on involuntary leave.

#### **SECTION 2.**

When there is evidence that an employee is physically unable to perform the majority of his duties and work cannot be found for him, he may be required to undergo a fitness for duty medical examination. The Employer agrees that prior to being sent to the medical dispensary, the employee shall be informed in the presence of his union representative, that he may be examined by the facility medical officer or by a qualified physician of his 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 his fitness for duty. The employee shall be advised that the Employer will pay for the medical expense, reasonable travel, and per diem expense incurred by the employee in undergoing such physical examination.

## **ARTICLE 18**

### **BULLETIN BOARDS AND SERVICES**

#### **SECTION 1.**

Bulletin boards will be made available for Union use. The Employer agrees that the Union may place on such bulletin boards, during nonduty hours, Union literature, notices, etc., provided the language incorporated therein does not adversely reflect upon the management, or the Employer, or 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. It may not deal with religious, political, public, or social issues.

#### **SECTION 2.**

The Employer agrees to provide to employees within the Unit a copy of the current Agreement, including any amendments thereto.

#### **SECTION 3.**

The Employer agrees to provide ready access, between the hours of 9:00 a.m. and 4:00 p.m., to its copies of the Treasury and Federal Personnel Manuals, and Bureau Regulations. Reasonable advance notice must be given by the Union.

#### **SECTION 4.**

The Employer will make available to the Union one locking file cabinet for official Union papers and records, subject to security regulations and inspection by a security official if necessary.

#### **SECTION 5.**

The Employer agrees to inform the Union of new hires into the Unit and further agrees to introduce the Union representative to such employees when the employee reports to the Unit for work.

#### **SECTION 6.**

A parking space will be made available, if possible, on an as needed basis for use by a non-employee representative provided timely notice is given to the Employer.

#### **SECTION 7.**

The Employer will provide a nonemployee Union representative space on the Employer's premises when available, if it is necessary to discuss any matters surrounding a potential grievance, a grievance, a disciplinary action or other appeal action.

## **ARTICLE 19**

### **OFFICIAL PERSONNEL FOLDERS (OPF)**

#### **SECTION 1.**

Employees' Official Personnel Folders shall be housed in the Office of Industrial Relations (OIR) and maintained in accordance with applicable CSC regulations. Accordingly, an Employee's OPF shall contain only such documents and records as provided for by law or regulation and germane to his employment. An employee or his representative (designated in writing on each occasion) may, upon request, have access to review or photocopy such documents therein as may be required. Employees shall make requests sufficiently in advance to give OIR an 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 20**

### **EQUAL EMPLOYMENT OPPORTUNITY**

#### **SECTION 1.**

One employee shall be selected for a two-year term on the Employee EEO Committee.

The Union shall submit a list of three nominees, and the Supervisory EEO Specialist shall select one of the nominees to serve on the Committee. No persons so selected shall be eligible to succeed themselves.



## **ARTICLE 21**

### **DISCIPLINARY AND ADVERSE ACTIONS**

#### **SECTION 1.**

(a) - The Employer has the sole responsibility for initiating and effecting disciplinary and adverse actions for just cause.

(b) - An adverse action for the purposes of this Article is defined as a removal, suspension for more than 30 days, furlough without pay, or reduction in grade, rank, or pay. A disciplinary action for the purposes of this Article is defined as an oral admonishment confirmed in writing, a written reprimand, or suspension for 30 days or less.

(c) - The adverse action provisions of this Article apply to Unit employees who have completed their probationary period. Such actions are not appealable under the negotiated grievance procedure of Article 23 of this contract. Upon request, the Employer will supply a copy of the adverse action procedures to any employee who receives Notice of Adverse Action.

#### **SECTION 2.**

(a) - In all cases of adverse action except 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. The response may include written statements of persons having relevant information concerning the charges.

(b) - The Employer agrees, except in the case of emergency suspensions related to adverse actions, to provide an employee with a Notice of Proposed Suspension at least 15 calendar days prior to the effective date in cases of suspensions of 30 days or less.

#### **SECTION 3.**

In cases of adverse action appeals, an employee will be given a copy of the Employer's appeal file as provided by law and regulation.

#### **SECTION 4.**

The Employer, in the Notice of Adverse Action decision, will inform the employee of the disposition of each of the "reasons" in the notice of proposed adverse action.

**SECTION 5.**

The employee's reply, whether in person or in writing, will normally be received and considered by the signer of the Notice of Proposed Suspension or Adverse Action. An employee's reply is his explanation of why the proposed action should not be taken. Whenever the need for collecting additional evidence or other unusual circumstances causes delays in arriving at a final decision, the person designated to receive the employee's reply must explain the delays in writing to the employee. The letter must include the approximate date that a final decision will be made.

**SECTION 6.**

The Notice of Proposed Action shall be furnished in writing to the employee. An extra copy of this notice will be given the employee, should he desire to have the Union represent him. The proposed notice of suspension shall tell the employee that a final decision has not been made and that he will be notified of the final decision after his reply has been considered, not to exceed 15 days, or after the time allowed for reply if none is received.

**SECTION 7.**

If a Unit employee receives oral or written notice of proposed suspension or adverse action, the employee may designate in writing a Union representative to represent the employee in any meeting with the Employer regarding the proposed disciplinary action or adverse action.

## **ARTICLE 22**

### **DUES WITHHOLDING**

#### **SECTION 1.**

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

- (a) - Who are represented under this recognition;
- (b) - Who are members in good standing of the Union;
- (c) - Who voluntarily complete the appropriate allotment form (SF 1187); and
- (d) - Who receive compensation sufficient to cover the total amount of the allotment.

#### **SECTION 2.**

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 Sec. 4a); and
  - 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 the properly executed and certified SF 1187 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 3.**

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 and recovering the established costs for this service;
- (c) - Notifying the employee and the Union when an employee is not eligible for an allotment because he is not included under the recognition on which the agreement is based. The servicing personnel office is responsible for this notification;
- (d) - Withholding new amounts of dues upon certification from the authorized Union official, so long as the amount has not been changed during the previous 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 deduction is being made, or has been authorized 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, the amount of established costs retained, and the net amount remitted.

#### **SECTION 4.**

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 each 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 5.**

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 Standard Form 1187 in Payroll Section.
- (b) - Change in amounts of dues:  
Beginning of first pay period after receipt of certification in Payroll Section.

(c) - Revocation by employee:

Beginning of first pay period following either March 1 or September 1 following receipt in Payroll Section of revocation notice.

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

Beginning of first pay period after date of receipt of notification in Payroll Section.

(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.

## ARTICLE 23

### GRIEVANCE PROCEDURE

#### SECTION 1.

The purpose of this Article is to provide an orderly method for the disposition and processing of grievances concerning the interpretation and/or application of the terms of this Agreement. This procedure is the exclusive procedure available for the processing and final disposition of grievances relating to the terms of the Agreement. However, an employee or groups of employees may present such grievances informally and directly to the appropriate supervisor without Union participation with the understanding that the adjustment will be consistent with the Agreement and that the Union has an opportunity to be present at the adjustment.

#### SECTION 2.

Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure will be referred to the Assistant Secretary of Labor for Labor Management Relations for decision.

#### 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. Secretary-Treasurer

(e) - No more than one designated Union Representative will be granted official time to process grievances and attend meetings.

#### 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. The aggrieved will be bound by the Union's decision to accept settlement at any step of these procedures, if the Union is his chosen representative.

#### SECTION 5.

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 working days after the grievance occurred, or within 15 working days after the aggrieved reasonably should have become aware of the matter out of which the grievance arose.

## **SECTION 6.**

### **STEP 1.**

The grievance shall first be discussed by the employee concerned, his designated Union Representative (if any), and the Assistant Foreman in an attempt to settle the matter informally. If no immediate settlement is made, the Assistant Foreman must give his answer or decision within two working days of the meeting.

### **STEP II.**

If the grievance is not settled as a result of Step 1, the aggrieved shall put the grievance in writing, and shall, within three working days, request a meeting with the Branch Head.

In submitting the grievance in writing, the employee or Union must identify:

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

The Branch Head shall meet with the aggrieved and his designated Union Representative (if any), 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 Branch Head must give the written answer or decision within three working days after the meeting.

### **STEP III.**

If the aggrieved is not satisfied with the answer received as a result of Step II, he shall reduce his grievance to writing and submit it to the Office Chief within five working days. The Office Chief will meet with the aggrieved and the designated Union Representative within three working days after the date on which the meeting was requested. The Office Chief must give his written answer or decision within 14 working days of the meeting.

## **SECTION 7.**

If the grievant and/or the Union is not satisfied with the decision reached in Step III, he may, with the approval of the Union and within 30 calendar days thereafter, make a 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 ended.

## **SECTION 8.**

(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 proceeding prior to arbitration. However, a good faith effort will be

made by both parties to produce evidence at the earliest possible date.

(c) - New grievances unrelated to the original grievance 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 the new grievances to the grievance in process.

**SECTION 9.**

(a) - Working days mean non-premium, nonovertime 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.



## **ARTICLE 24**

### **ARBITRATION**

#### **SECTION 1.**

(A) It is agreed that matters to be submitted to arbitration must genuinely involve the interpretations or application of a specific provision of this Agreement. Such unresolved grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Such written notice must be served not later than 30 calendar days following the conclusion of the last step of the grievance procedure.

(B) Grievances involving matters reserved exclusively to the Employer and all other management rights which are not abridged by a specific provision of this Agreement are not subject to the grievance or arbitration procedures.

#### **SECTION 2.**

Questions of grievability or arbitrability will not be submitted for arbitration but will be referred to the Assistant Secretary of Labor for Labor Management Relations for decision subject to appeal rights provided for in Section 4 of Executive Order 11491, as amended.

#### **SECTION 3.**

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 Service 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. The remaining name shall be the duly selected arbitrator.

#### **SECTION 4.**

- (a) - The arbitration hearing will be held on the employer's premises when practical, or at any site mutually agreed on.
- (b) - A verbatim transcript will be made unless otherwise mutually agreed upon.
- (c) - The arbitrator's fee shall be borne equally by the 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 representative, and all employees called as witnesses will be excused from duty as necessary to participate in the proceedings without loss of pay or charges to annual leave. An employee called to testify may be temporarily detailed to the day shift for the day(s) that he is required to testify.

(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.

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

**SECTION 5.**

It is understood and agreed by the parties signatory hereto that the arbitrator shall be prohibited from altering, adding to or subtracting from the terms of this Agreement and that any award or damages that the arbitrator may make must be according to existing paramount law and authorities.

**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 15 working days of receipt of the award.

## **ARTICLE 25**

### **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 60 and 45 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 Executive Order 11491, as amended.

#### **SECTION 2.**

A notice of desire to amend this Agreement, as provided in Section 1, will contain a summary of any amendment proposed. Within 30 calendar days after receipt of notice by the addressee, the parties will meet to negotiate matters proposed for amendment or to negotiate a new 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 agreements 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 change in this Agreement shall be recognized.

#### **SECTION 4.**

All provisions of the Agreement not currently in effect shall become effective on the date of approval by the Director of the Bureau of Engraving and Printing. The terms and conditions of any prior memorandum of understanding or agreement not specifically made part of this agreement shall terminate upon the granting of such approval.

**SECTION 5.**

This agreement shall be approved within forty-five days from the date of its execution if it conforms to applicable laws, the Order, existing published agency policies and regulations (unless the agency has granted an exception to a policy or regulation) and regulations of other appropriate authorities. If the agreement has not been approved or disapproved within forty-five days from the date of its execution, it shall go into effect without the required approval of the agency head and shall be binding on the parties subject to the provisions of law, the Order and the regulations of appropriate authorities outside the agency.

**SECTION 6.**

If any Article or Section of this Agreement or any Memorandum of Understanding thereto should be held invalid by operation of law or by any higher Agency or appropriate authority, or if compliance with or enforcement of any Article or Section should be restrained by such higher Agency or appropriate authority, the remainder of this Agreement and Memorandum of Understanding shall not be affected thereby.