

LABOR-MANAGEMENT
AGREEMENT

(July 28, 1977)

Between the

BUREAU OF ENGRAVING AND PRINTING

DEPARTMENT OF THE TREASURY

and

GRAPHIC COMMUNICATIONS INTERNATIONAL
UNION

LOCAL 1C

AFL- CIO

(PRESSMEN)

Supplemented: October 5, 1989

Unit Description amended October 29, 1993 by Federal Labor Relations Authority Case No. WA-CU-30016, clarifying the bargaining unit to include all Pressmen working for the Bureau of Engraving and Printing.

TABLE OF CONTENTS

ARTICLE	TITLE
	Preamble
1	Precedent of Law and Regulation
2	Coverage
3	Employee Rights
4	Employer Rights
5	Union Representation
6	Hours of Work and Basic Workweek
7	Overtime Work
8	Trade Jurisdiction and Technological Change
9	Leave
10	Seniority
11	Training and Promotions
12	Security
13	Job Description
14	Performance Evaluation and Productivity
15	Disciplinary and Adverse Actions
16	Health and Safety
17	Personnel Movements in RIF Situations
18	Equal Employment Opportunity
19	Personnel Records
20	Facilities and Services
21	Miscellaneous Provisions
22	Grievance Procedure
23	Arbitration
24	Dues Withholding
25	Duration and Changes
	Appendix No. 1

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

WHEREAS there exists a clear and identifiable community of interests among the employees covered by this Agreement, and

WHEREAS this Agreement promotes the ease and efficiency of the employer's operations,

NOW, THEREFORE, this Agreement is made and entered into by and between the Bureau of Engraving and Printing, hereinafter referred to as the Employer, and Washington Printing & Graphic Communications Union No. 1, International Printing & Graphic Communications Union, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1

PRECEDENT OF LAW AND REGULATION

In the administration of all matters covered by the 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 agency or Department of Treasury policies and regulations in existence at the time the Agreement was approved; by subsequently published agency policies and regulations required bylaw or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level; and by Executive Order 11491, as amended.

ARTICLE 2

COVERAGE

The recognized bargaining unit includes, and this Agreement applies to and covers, all employees of the Bureau of Engraving and Printing, Washington, D.C., who are covered by the Director's grant of Exclusive Recognition dated February 14, 1963.

The Employer recognizes the Union as the Exclusive Representative of all employees in the Unit defined in the Director's grant of Exclusive Recognition, with respect to grievances, personnel policies, practices, and procedures, and other matters affecting their general working conditions, subject to the express limitation of this Agreement. The Unit shall consist of all non-supervisory employees of the Bureau of Engraving and Printing, Washington, D.C., who are employed as journeyman Flatbed Cylinder Pressmen, Flatbed Cylinder Pressmen (two color), Pressmen (currency overprinting/COPE), Offset Pressmen, Offset Pressmen (multicolor), and Apprentices.

ARTICLE 3

EMPLOYEE RIGHTS

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.

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 rights described in this Article and that no, interference, restraint, coercion, or discrimination is practiced within the Bureau, to encourage or- discourage membership in any labor organization.

ARTICLE 4 EMPLOYER RIGHTS

SECTION 1. The Employer retains the right in accordance with applicable law and regulations to direct employees of the agency; to hire promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the efficiency of the Government operations entrusted to it; to determine the methods, means, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency, i.e., circumstance or combination of circumstances which calls for immediate action.

SECTION 2. The right to make reasonable rules and regulations shall be considered an acknowledged function 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 and to the obligations imposed by this Agreement and the provisions of Executive Order 11491, as amended, however, such obligations and regard shall not be construed to extend to such areas of discretion and policy as the Bureau's functions or mission, budget, organization, assignment of personnel, the technology of performing work, or matters pertaining to the quality, accountability or security of the Bureau's products.

SECTION 3. The Employer reserves the right to change any condition deemed detrimental to the Bureau's operation. No such change will be made until the Employer affords the Union the opportunity to negotiate the impact of the change on employees.

ARTICLE 5 UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the designated Bureau Representative and Chapel Chairmen or alternates duly authorized by the Union. The number of Chapel Chairmen shall be that minimum number reasonably required to assure that each employee in the Unit shall have ready access to a Representative on the employee's workshift and in the employee's section. Normally, one Chapel Chairman will be designated for each operating section.

SECTION 2. The Union shall supply the Employer, in writing, and maintain with the Employer on

a current basis, a list of names of its Officers, Executive Committee, and Chapel Chairmen or alternates, together with the designation of the section and shift each Chapel Chairman is authorized to represent.

SECTION 3. The Union Representatives shall represent the Union and the employees of their designated area of representation in meeting 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 and property. Activities concerned with the internal management of the Union, such as, but not limited to solicitation of memberships, campaigning for officers, and the distribution of literature or authorization cards, shall not be conducted during working hours of the employees concerned.

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

SECTION 5. The Employer agrees that officers of the Union, national officers, and other duly designated representatives of the Union who are not duly-status employees of the Bureau will be admitted to the Bureau upon request to the Employer by the Union, for the purpose of meeting with officials of the Employer of employees at a mutually agreed upon time during working hours. Such visits shall be governed by 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 in the Bureau.

SECTION 6. The number of Union Representatives at formal discussions called by management shall be limited to the Bureau Representative and the Chapel Chairman or alternate of the affected section(s).

SECTION 7. The Employer agrees that, except in cases of emergency, the Bureau Representative, or any Chairman will not be moved from one work shift to another and will not, except in, cases of emergency, be detailed from their section to another during their term of office.

SECTION 8. The Employer agrees to grant administrative leave to representatives of the Union incident to training relating to matters within the score 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 160 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 three employees from any one section 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.

ARTICLE 6

HOURS OF WORK AND BASIC WORKWEEK

SECTION 1. The normal basic workweek shall consist of five eight hour days, Monday through Friday, inclusive. The normal regular hours of work for all employees shall not exceed eight hours a day, 40 hours a week, Monday through Friday, inclusive.

SECTION 2. The standard workday shall consist of eight hours, which shall normally begin 7:30 a.m., except when necessary to meet the needs of the operation.

SECTION 3. It is recognized that it may be desirable to change the shift hours in some instances. The Employer agrees to consult with the Union prior to making such a change.

SECTION 4. Reasonable time, normally five-minutes, will be allowed employees for cleanup before lunch.

SECTION 5. Reasonable time, in accordance with individual press requirements, will be allowed employees to clean tools, presses, and equipment, and to secure same at the end of all shifts. Fifteen minutes personal cleanup time will be allowed for those employees required to change clothes.

ARTICLE 7

OVERTIME WORK

SECTION 1. Employees are required to work all overtime assigned unless specifically excused by the Employer. Overtime work shall be paid for at appropriate overtime rates.

SECTION 2. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as practicable. The Union recognizes that in some cases little or no advance

notice may be possible.

SECTION 3. Overtime will be distributed as equally as possible among journeyman pressmen in accordance with their particular skills and consistent with the practice that the eight-hour tour of duty on the regularly assigned press requiring overtime determines the assignment of overtime to journeyman pressmen.

SECTION 4. An overtime roster, containing a record of each employee and the number and date of overtime hours worked or declined, shall be maintained by the supervisor. This roster will be made available to the Chapel Chairman or alternate when necessary to answer questions from employees or process complaints. The overtime roster shall be returned to zero each January 1.

SECTION 5. 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 the Medical Officer's recommendation, and after consultation with the employee's physician, such an employee will not be assigned overtime work. An employee on overtime restriction, based upon a certificate from the employee's physician, shall be required to renew the certification every 90 days. An employee may request reconsideration of this of this determination by submitting current medical opinion or other substantive evidence to establish that overtime work will not be injurious to the employee.

SECTION 6. If any employee is "called back" to perform unscheduled overtime work, either on a regular workday after the employee has completed a regular schedule of work and has left the Bureau or on a day outside the employee's basic workweek, the Employer will provide a minimum of four hours of work.

SECTION 7. 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 overtime by the Employer. The Employer will not contact the employee at home to offer the opportunity to work overtime. An employee who wishes to be considered for overtime must notify his/her supervisor of his/her availability for overtime assignments, and will be called to work the overtime, if needed.

ARTICLE 8

TRADE JURISDICTION

AND TECHNOLOGICAL CHANGE

SECTION 1. The Union will be informed as far in advance of implementation as practicable of technological or mechanization changes which will affect working conditions of bargaining unit employees. When new mechanization or, equipment is to be purchased and installed, the Union will be informed as far in advance as practicable, but normally no less than 90 days in advance of the estimated date of installation. The Employer agrees to discuss impact of such changes with the Union upon request, and to consider the views and recommendation of the Union in matters relating to trade or craft jurisdiction. Unit employees may apply for and be trained for away new or changed jobs created as a result of technological change.

ARTICLE 9

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 to any employee who does not have one upon request, and to all new employees.

SECTION 2. Employees requesting use of previously scheduled sick leave for visits to doctors, dentists, or other medical practitioners or for diagnostic examinations, must make such requests on SF-71 at least 48 hours in advance. The completed SF-71 must be submitted to the foreman upon the employee's return to work.

SECTION 3. If an employee on evening or midnight shift is too ill to report for duty or if an emergency arises which makes it necessary to be absent from duty, it is the employee's responsibility to assure that proper notification of such absence is given to his/her supervisor. In such instances, the appropriate supervisor must be notified at least two hours before the time schedule to report for duty. If the degree of illness injury, or other difficulties encountered prevent compliance with the two hour limit, the employee will give such notice as soon a possible thereafter.

SECTION 4. Annual leave will be scheduled on a first come, first served basis in accordance with the operational needs of the Bureau. When two or more employees request annual leave immediately prior to or after a holiday, preference shall be given to any employee who had not been granted similar annual leave in the preceding year.

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 the workday, 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 of documentation for absences of two hours or less. This section does not apply to those journeyman pressmen identified as essential in issuances covering situations herein described.

ARTICLE 10

SENIORITY

SECTION 1. Seniority is defined as continuous service with the Employer and will be computed on the basis of the effective date of assignment of the employee's respective job classification (see SF-50, Notification of Personnel Action). Further, ties in seniority will be broken, first by total Bureau service, and then by total Government service (i.e., service computation date, SCD).

SECTION 2. Seniority herein defined shall govern when practicable, in all cases of temporary details and shift change assignments. A senior employee shall be given his choice of shift when a vacancy occurs within a job classification, unless medical restrictions require otherwise.

SECTION 3. Any employee who is promoted (other than temporarily) out of the job classification as mentioned in Section 1 shall retain his/her seniority accrued as of the date of such promotion. Upon permanent return of the employee to a previous job classification, the employee will be credited with any seniority formerly earned in that classification. Any change of classification within a Section shall be governed by the above procedure.

SECTION 4. Any newly hired employee is automatically placed on the bottom of the seniority list for all intents and purposes hereinbefore stated.

SECTION 5. When a vacancy occurs within a job classification, the Employer shall notify all eligible employees of the vacancy. A list shall be compiled of the employees desirous of the position, and the senior qualified employee shall be offered the vacancy. That vacancy once rejected may not be claimed later by the rejecting senior employee. However, such rejection shall not affect the employee's right to apply for future vacancies. A vacancy is defined as an employee leaving his/her position through retirement, promotion, or for any other reason; or when the workload is expanded or a new position is created.

ARTICLE 11

TRAINING AND PROMOTIONS

SECTION 1- It is agreed that the Employer will make every effort to utilize to the maximum extent possible the skills and talents of its employees to provide a balanced and qualified work force in order to maintain a state of high productivity and meet the program needs of the Bureau. In keeping with this policy and the spirit of the merit promotion system, the Employer will give consideration initially to Engraving and Printing bargaining unit employees, and then to other eligible pressmen, when filling its vacancies.

SECTION 2. Training.

(a)-Interested Flatbed Cylinder Pressmen will be trained to operate two-color flatbed cylinder presses, currency overprinting/COPE presses, or offset presses.

(b)-Interested Offset, Pressmen will be trained to operate multicolor offset presses.

(c)-Interested Offset Pressmen who are qualified, as Flatbed Cylinder will be trained to operate currency, overprinting/COPE presses.

(d)-An employee who has been trained at the expense of the Employer and promoted to the Offset Pressman job shall be obligated to a minimum of one year of productive service- in Offset Pressman job prior to consideration for promotional opportunity to the Pressman (currency overprinting/COPE) job.

SECTION 3. Training.

(a)--Journeyman pressmen will be given and opportunity to apply for training for which they are eligible.

(b)-Separate registers will be established by the Office of Industrial Relations for each type of training to be given, consistent with the needs of the Employer. The names of eligible employees shall be placed on the appropriate register(s) in accordance with the rating obtained on the annual evaluation (FORM 1884). The factors on which employees will be evaluated are:

1. Quantity of work produced;
2. Quality of work produced-;
3. Personal work habits pertinent to the job (including attendance).

Ties in ratings will be broken by applying total seniority in the Bureau. Ties in seniority will be broken, first by total Bureau service, and then by total Government service (i.e., service computation date, SCD).

(c)-When the Division Superintendent determines that there is a need for additional journeyman pressmen to maintain a balanced and qualified workforce, the Division Superintendent will submit a written request to the Office of Industrial Relations to certify to him/her the required number of applicants for training. The number of eligibles certified will be limited to those who are needed for

immediate training.

(d)-The Division Superintendent shall cause to be maintained individual schedules of training for trainees showing starting date, subsequent period of training by date and hours, type of press operated, and pertinent comment regarding progress in training. The employees will be provided with copies of Form(s) 1820 and Form(s) 9180. At the completion of the training each trainee shall be:

1. Evaluated by the foreman of the presswork area in which training took place; and
2. Certified as having satisfactorily completed training of the type and on the dates indicated

in the training schedule. The appropriate documentation shall be forwarded to the Office of Industrial Relations for evaluation and inclusion in material necessary for establishment of promotion register(s).

(e)-If, after a reasonable amount of training (generally 30 days), a trainee fails to demonstrate potential capability to operate the press efficiently, the employee will be returned to his/her regular journeyman pressman assignment, and will not be considered for further training in the operation of that particular type press for a period of at least two years; an employee who successfully completes one year of acceptable outside training may reapply after one year. The Superintendent will forward to the Office of Industrial Relations the names of individuals whose training has been discontinued and the reasons therefore. When the training has been discontinued at the employee's request, such request should likewise be forwarded to the Office of Industrial Relations with a statement by the Superintendent certifying to the amount of training the employee has completed.

(f)-The first two weeks of the training assignment will be under the close supervision of a qualified pressman.

SECTION 4. Promotion.

When it is determined that:

(a)-A vacancy in an Offset Pressman job is to be filled from within, the following procedures will apply:

Those journeyman Flatbed Cylinder Pressmen who have received and satisfactorily completed at least six months requisite training in offset press operation in the Bureau or equivalent training elsewhere, and have demonstrated their ability to produce an acceptable quality and quantity of production on such presses, will be evaluated on the basis of a current Form 1884 and be placed on the promotion register in one of two groups, "Well-qualified" and "Qualified." Selections of the journeyman pressmen to be promoted must be made from the "Well-Qualified" group as long as there are eligible in that group. Ties in ratings will be broken by applying total seniority in the Bureau. Ties in seniority will be broken, first by total Bureau service, and then total Government service (i.e., service computation date, SCD).

(b)-A vacancy in an Offset Pressman (multi-color) job is to be filled, promotions will be made from the established promotion register of qualified journeyman Offset Pressmen who have received and satisfactorily completed at least 30 days orientation on the multi-color offset presses and have demonstrated their ability to produce an acceptable quality and quantity of production on such presses. Employees will be evaluated on the basis of a current Form 1884 and be placed on the promotion register in one of two groups, "Well-Qualified" and "Qualified" Selections of the

journeyman pressmen to be promoted must be made from the "Well-Qualified" group as long as there are eligible in that group. Ties in ratings will be broken by applying total seniority in the Bureau. Ties in seniority will be broken, first by total Bureau service, and then by total Government service (i.e., service computation date, SCD).

(c)-A vacancy in a pressman (currency overprinting/ COPE) job is to be filled, promotions will be made from the established promotion registers of:

1. Journeyman Offset Pressman who are qualified journeyman Flatbed Cylinder Pressmen,

who have received and satisfactorily completed at least 90 days requisite training on currency overprinting/COPE presses, and have demonstrated their ability to produce an acceptable quality and quantity of production on presses, subject to provisions of Section. 2(d) of this Article; or

2. Journeyman Flatbed Cylinder Pressmen who have received and satisfactorily completed at least 90 days requisite training on currency overprinting/COPE presses and have demonstrated their ability to produce an acceptable quality and quantity of production on such presses.

Employees will be evaluated on the basis of a current Form 1884 and be placed on the promotion register in one of two groups, "Well-qualified" and, "Qualified." Selections of the journeyman pressman, to be promoted must be made from, "Well-qualified" group as long as there are eligibles in that group. Ties in ratings will be broken by applying total seniority in the Bureau. Ties in seniority will be broken, first by total Bureau service, and then by total Government service (i.e. service computation date SCD).

(d) – A vacancy within the Flatbed Section (two-color) is to be filled, promotions will be made from the established promotion register of journeyman Flatbed Cylinder Pressmen, who have been employed at the Bureau of Engraving and Printing for a period of six months and have received and satisfactorily completed at least 30 working days requisite training or equivalent training elsewhere on the two-color Flatbed press or have demonstrated their ability to produce an acceptable quality and quantity of production on such a press within a five-day period. Employees will be evaluated on the basis of a current Form 1884 and be placed on the promotion register in one of two groups, "Well-Qualified" and "Qualified." Selections of the journeyman pressmen to be promoted must be made from the "Well-Qualified" group as long as there are eligibles in that group). Ties in ratings will be broken by applying total seniority in the Bureau. Ties in seniority will be broken, first by total Bureau service and then by total Government service (i.e., service computation date, SCD).

SECTION 5.

(a) Promotions to supervisory positions for which employees would be eligible will be made in accordance with Bureau's Supervisory Promotion Plan, Bureau Bulletin 69-28.

(b)-When it is determined that an employee is to act as a supervisor, the employee's selection and rate of pay will be determined in accordance with the provisions of the Employer's Additional Pay Assignment Policy, Bulletin 60-29.

SECTION 6.

(a)-It is understood that:

1. Such supervisory 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:

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.

SECTION 7 In effort to provide a balanced and qualified work force, to maintain a state of high productivity, and to meet customer requirements, the Employer will utilize temporary promotion procedures with corresponding pay in those cases where it is administratively feasible to identify a press run that will be temporary yet will last a considerable period of time (not less than two weeks nor more than 120 days per year). Such temporary promotion actions will be made under competitive procedures with the understanding that the journeyman pressman is already trained in the operation of the uprated press and at the conclusion of the job the journeyman pressman will be returned to the position from which he/she was promoted without compliance with usual procedures of appeal. No employee will receive the higher rate unless the employee has completed two weeks in the higher rated position.

ARTICLE 12

SECURITY

SECTION 1. Each employee in the Unit is responsible for adhering to all Division and Bureau security regulations and requirements, with particular reference to the employee's press, immediate work area, and product control, and to the securing of all materials and equipment.

ARTICLE 13

JOB DESCRIPTION

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

SECTION 2. It is agreed and understood that it is the responsibility of the Employer to determine the job content, qualifications, requirements, and duties for each job within the Unit, and that the content of a job description is neither grievable nor arbitrable. In making the above determinations,

however, the Employer agrees to seek and consider the Union's viewpoint. The Employer further agrees to advise the Union of the criteria upon which its determinations are based. The Union will be furnished, upon request, copies of standards or other evaluation material pertinent to jobs in the Unit. In addition, the Employer and the Union will meet to clarify and attempt to agree on definitions and terms used in job descriptions. Such meetings will occur on request of either party.

SECTION 3. At least annually, each employee *will* be required to 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 ask for a review of his/her job description in connection with any dissatisfaction the employee may feel relative to its accuracy.

ARTICLE 14

PERFORMANCE EVALUATION

AND PRODUCTIVITY

SECTION 1. It is agreed and understood that, as required by the Performance Rating Act of 1950, it is the Employer's responsibility to evaluate work performance of employees and to rate each employee accordingly. Such rating must be given annually: unsatisfactory performance ratings, however, may be given at any time during the year after appropriate notice, of intent to rate unsatisfactory. All performance ratings shall be given by the Employer in a fair, objective, and reasonable manner on Form 1884-1

SECTION 2. The final overall rating of Outstanding, Satisfactory, or Needs Improvement shall not be grievable or arbitrable but is subject to a statutory appeals system provided in TPM Chapter 430.

The rating assigned to a factor or factors, or an intermediate overall rating, shall not be grievable or arbitrable or appealable.

Failure of the Employer to follow the procedures set forth in this Article is subject to the Grievance procedure in this Agreement.

SECTION 3. The Union acknowledges that the Employer has a continuing obligation to improve the efficiency of operations in accordance with the express directives of the President, the Congress, the Civil Service Commission, and the Department of the Treasury. The Union recognizes, further, that to fulfill this obligation, the Employer must effectively evaluate machine and manpower productivity, utilization and proficiency, and determine the methods, means, and personnel by which the operations will be conducted. The Employer will consider any representations of the Union on this subject prior to its final determinations.

SECTION 4. The Union agrees that it is the responsibility of each employee in the Unit to produce a fair day's work and to make every effort to maintain standards of quality, security, and accountability determined by the Employer.

SECTION 5. The Union, in accordance with applicable law and Executive Order 11491 is opposed to work stoppage or slowdown by any employee in the Unit and to any subterfuge designed to accomplish this end.

SECTION 6. It is the immediate responsibility of each employee to maintain physical and accountability control over any and all printed or unprinted stock at the employee's press and immediate work area and to account for each sheet of such stock while it is under the employee's controls. It is, further, the immediate responsibility of each employee to maintain and account for the security condition of the employee's press at all times during the employees tour of duty, to preclude the printing of any unauthorized impression or the creation of discrepancies in the balancing of authorized printings and unprinted stock.

ARTICLE 15

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1.

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

(b)-An adverse action for the purpose 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 purpose 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 and are not appealable under the negotiated grievance procedure of Article 22 of this contract.

SECTION 2.

(a)-In all cases of adverse action, 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 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 disciplinary action or suspension for 30 days or less, the employee will be furnished a copy of that portion of all written documents which contain evidence relied on by the Employer which forms the basis for the charges.

SECTION 4.

(a)-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.

(b)-in cases of suspensions for 30 days or less, an employee will be furnished a copy of the Employer's Grievance File at the third step of the negotiated grievance procedure.

SECTION 5. An official, in his Notice of Adverse Action decision, will inform the employee of the disposition of each of the "reasons" in the notice of proposed adverse action.

ARTICLE 16

HEALTH AND SAFETY

SECTION 1. The Employer will continue to provide and maintain safe and healthful working conditions in keeping with the concept of OSHA, and the Union will actively encourage all Unit employees to work in a safe manner.

SECTION 2. It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of production for himself/herself and others. The Employer will welcome, at any time from any individual employee, and will seek from the Union, suggestions which offer practical and economically feasible ways of improving safety conditions.

SECTION 3. Employees will wear or use all required safety equipment. Protective equipment and safety devices which the Employer requires the employees to use or wear will be provided to the employees at no cost; the Union shall actively support the Employer's enforcement of this requirement.

SECTION 4. Whenever any employee feels that an, imminent danger to health and safety exists in the work area, the employee will report the dangerous condition to the immediate supervisor. The supervisor shall determine whether- any danger exists, and if so, will immediately notify the Bureau Safety Manager. The Bureau Safety Manager shall have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Bureau, Safety Manager finds that such safety standards have not been met, the Bureau Safety Manager shall determine what protective equipment will be used to protect employees and permit them to work safely in the area.

SECTION 5. Whenever the Bureau Safety Manager or designee conclude on the basis of an inspection or report that conditions exist 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.

SECTION 6. Standards for noise, airborne dust concentrations and fumes will be established, published and monitored. A Hearing Conservation Program will be initiated and conducted on Government time.

SECTION 7. The Union may designate a representative to serve on each safety committee which is established in organizational components containing employees of the Unit. The role of these committees will be to advise and assist the Employer in carrying out its safety responsibilities as they apply to Unit employees.

SECTION 8. The Employer agrees to solicit volunteers for First Aid training where a trained person is not available.

ARTICLE 17

PERSONNEL MOVEMENTS

IN RIF SITUATIONS

SECTION 1. The Employer agrees to make a reasonable effort to avoid or minimize a reduction in force by adjusting the work force through promotion, reassignment, or transfer of employees to available vacancies for which they are qualified.

SECTION 2. The Employer agrees to notify the Union of the necessity for a reduction in force as far in advance as practicable of the affected competitive levels and the number of employees affected, and of retention standings based on total Government service, Veterans Preference and type of appointment, when this information is available.

SECTION 3. It is agreed that the Employer, to the extent consistent with manpower requirements, will make a reasonable effort to reassign employees whose positions are eliminated for any reason including automation or adoption of laborsaving devices. It is agreed that the Employer will make a reasonable effort to train for reassignment to available vacancies those employees whose positions are eliminated because of automation or adoption of laborsaving devices, provided such employees have the necessary aptitude as determined by the Employer.

ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

- (a)-The Division Equal Employment Opportunity Committee will be continued by the Employer.
- (b) -The Employer will provide an opportunity for the Division EEO Committee to make comments and recommendations on the Bureau's proposed EEO action plan, and the Committee shall be responsible for monitoring the implementation of the approved plan as it impacts on Unit employees.

SECTION 2. One Division EEO Committee representative chosen by the Union will serve on the Bureau EEO Committee for a term of two years. The representative shall not be eligible to succeed himself/herself.

ARTICLE 19

PERSONNEL RECORDS

SECTION 1. Employee's official personnel folders shall be maintained in accordance with applicable CSC regulations. Accordingly, an employee's official personnel folder shall contain only such documents and records as are provided for by law or regulation and which are germane to the employee's employment. An employee and/or the employee's representative, designated in writing on each occasion, may, upon request, have access to review or photocopy such documents therein as may be required. An employee or a designated representative shall give the Employer reasonable advance notice of the request for review in order to permit the Employer the opportunity to provide adequate supervision over the review.

SECTION 2. Any record, file, or document which is not available to the employee or the employee's personally designated representative for inspection will not be made available to any unauthorized persons for inspection or photocopy. Such information shall be made available to all authorized persons only for official use as provided for in the Federal Personnel Manual.

SECTION 3. Cards and/or files maintained by a supervisor which are to be used for the purpose of evaluating an employee will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee is made aware of the presence of such material. Such cards and/or files shall be open for inspection by the employee and one designated Union representative, if any, under the supervision of the person maintaining the record. Reasonable advance notice must be given by the employee.

SECTION 4. Any cards and/or files maintained by a supervisor which are to be used for evaluating an employee for purposes of selection for training and promotion will be used only during the current rating year. The employee's last annual evaluation will be used for purposes of selection for training and promotion.

ARTICLE 20

FACILITIES AND SERVICES

SECTION 1. The Union will be provided with one exclusive bulletin board in each section to be used by it for the posting of Union material. 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 content of such material must meet the criteria set forth in Treasury directives.

SECTION 2. The Employer will provide a copy of this contract in booklet form to each-employee in the Unit. In addition, the Employer agrees to have sufficient copies of this contract printed to distribute to new employees entering Unit and to provide the Union with an adequate number of copies to meet Union needs.

SECTION 3. The Employer agrees to provide ready access between the hours of 9:00 am and 5:00 pm, to copies of the Treasury and Federal Personnel Manuals. Reasonable advance notice must be given by the Union.

SECTION 4. The Employer agrees that a Union Representative may use a Government telephone located in the Supervisor's Office to make local calls necessary to the implementation of the Agreement.

ARTICLE 21

MISCELLANEOUS PROVISIONS

SECTION 1. The parties agree that employees should be given the opportunity to, and should be encouraged to, participate in the Combined Federal Campaign, United State- Bond drive Blood Donor drives, and other worthy programs. The Employer and the Union agree that participation will be on a voluntary basis. This does not preclude general publicity of the programs by the Employer.

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 individual employees regarding eligibility for disability and discontinued service annuities.

ARTICLE 22

GRIEVANCE PROCEDURE

SECTION 1. The propose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation or application of this Agreement. This negotiated procedure shall be the exclusive procedure available to the Union and employees in the Bargaining Unit for resolving such grievances. 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 for decision to the Assistant Secretary of Labor for Labor Management Relations.

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 or designee,
2. Bureau Representative;
3. Chapel Chairman.

(e)-No more than one designated Union Representative will be granted official time to process and attend meetings at steps one and two of this procedure.

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

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

SECTION 6.

STEP I. The grievance shall first be discussed by the employee concerned, one designated Union Representative (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 the 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, 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), 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 the 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, the aggrieved shall reduce the grievance to writing and submit it to the appropriate Third Line Supervisor within three 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 (were) violated:
- (c)- The remedy desired:
- (d)- The Union Representative (if any).

The Supervisor will meet with the aggrieved and one designated Union Representative within three working days after the date on which the meeting was requested. The Supervisor must give an answer or decision 10 working 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 them 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 8.

(a)-The parties may, at each step of the grievance procedure, call 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 both parties to produce evidence at the earliest possible date.

(c)-New issues may not 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 mutually consent.
- (c)-The parties may mutually agree to waive any item of this procedure.

SECTION 10. Failure on the part of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure or the part of the Employer to meet any the requirement of the procedure will permit the aggrieved or the Union to move to the next step.

ARTICLE 23

ARBITRATION

SECTION 1. It is agreed that matters to be submitted to arbitration must involve the interpretation or application of specific provisions of this Agreement. Unresolved grievances shall be referred to arbitration. Written notice must be served by the Union not later than 30 calendar days following the conclusion of the last step of the grievance procedure.

SECTION 2. Questions of grievability or arbitrability will not be submitted for arbitration but will be referred for decision to the Assistant Secretary of Labor for Labor Management Relations 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 upon.
- (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 to the extent necessary to participate in the proceedings without loss of pay or charges to annual leave.
- (e)-The arbitrator's decision will be final and binding and the arbitrator will have the authority to make an aggrieved employee whole to the extent that such remedy is not limited by statute, higher level regulation, or this Agreement.
- (f)-It will be within the sole discretion of the arbitrator to determine who may testify.

SECTION 5. The arbitrator will have no authority to add to, subtract from, amend, or modify any

provision of this Agreement or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. The arbitrator's authority is also circumscribed as provided elsewhere in this Agreement, and by all applicable statutes, regulations, or orders. Where provisions of this Agreement contain reference to, or provide for incorporation of law, or regulations or authorities outside of the Bureau of Engraving and Printing, the arbitrator shall be bound by the interpretations of the courts and the authorities responsible for implementing such law, and issuing such regulations.

ARTICLE 24

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 of 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 appropriate allotment (Form SF-1 187); and
- (d) -Who receives compensation sufficient to cover the total amount of the allotment.

SECTION 2. The Union agrees to assume this, responsibilities for:

- (a)-informing and educating its member on the voluntary nature of the system for the allotment of Union dues. including the conditions under, which the allotment may be revoked;

- (b)-Purchasing and distributing to its members SF-1187;
- (c)-Notifying the Office of Industrial Relations in writing of:
 - 1. The names and titles of officials authorized to make the necessary certification of SF-1187 in accordance with this Article:
 - 2. The name, title, and the address of the allottee to whom remittances should be sent, including how the check should be made out;
 - 3. Any change in the amount of membership dues (see Section 4A);
 - 4. The name of any employee who has been expelled or, ceases to be a member in good standing of the Union within 10 days of the date of such final determination:
- (d)-Forwarding properly executed and certified SF-1 187's to the Office of Industrial Relations on a timely basis,
- (e)-Promptly forwarding an employee's revocation memorandum or SF-1 1 87) 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 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 charted during the past 12 months:

(e)-Transmitting remittances checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation, notices received. in the payroll office;

(f)-Providing the following information on the remittance listing:

1. The name of each employee for whom a deduction is being made, or who has authorized a deduction to be made, during the current pay period, plus the name of each employee for whom amounts are not being deducted in the current pay period.

2. For each employee or group of employees the following information will be given to the extent

applicable:

(a)-Identification of the employee by Local Union;

(b)-Amount withheld;

(c)-No deduction because employee has been separated, transferred, or reassigned outside the recognition area covered by the Agreement to withhold dues;

3.The gross amount deducted.

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 every 12 months; and

(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 SF-1 187 in Payroll Office.

(b)-Change in amounts of dues: Beginning of first pay period after receipt of certification in Payroll Office.

(c)-Revocation by employee:

Beginning of first pay period following either March 1 or September 1 following receipt in Payroll Office 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 Office.

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

Beginning of first pay period following loss of recognition.

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

1 . If action is effective first day of a pay period, termination of allotment will be at end of preceding pay period.

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

SECTION 6. 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.

ARTICLE 25

DURATION AND CHANGES

SECTION 1. This Agreement shall remain in full force and effect for three 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 90 and 60 days prior to the end of any contract year or 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 1-1.491, as amended.

SECTION 2. A notice of desire to amend this Agreement, as provided in Section 1, will contain a summary of any amendment(s) 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 is this Agreement shall be recognized. If the parties agree to negotiations under this Article, the ground rules in Appendix ffl1 shall apply.

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.

IN WITNESS WHEREOF the parties hereto have enter into this Agreement on this 28th day of July 1977.

APPENDIX No. 1

MEMORANDUM OF UNDERSTANDING

GROUND RULES FOR CONTRACT

NEGOTIATIONS

LOCAL NO. 1

WASHINGTON PRINTING & GRAPHIC

COMMUNICATIONS UNION

AND

BUREAU OF ENGRAVING AND PRINTING

DEPARTMENT OF THE TREASURY

1. PARTIES, PURPOSE, AND AUTHORITY

This memorandum is entered into by and between the Bureau of Engraving and Printing, hereinafter referred to as the "Employer," and Washington Printing & Graphic Communications Union, No. 1, hereinafter referred to as the "Union."

This memorandum is entered into subject to and under the following authorities:

- (a)-The certification of the Union as exclusive representative for the Pressman Craft Union by the Director, Bureau of Engraving and Printing;
- (b)-Executive Order 11491, as amended;
- (c)- Implementing regulations and Instructions of the CSC;
- (d)-Department of the Treasury, TPM Chapter 7ll.

It embodies the total understanding between the Union and Employer regarding the procedure for negotiating a written labor-management agreement.

2. COMPOSITION OF NEGOTIATING TEAMS

- (a) – The negotiating team membership shall consist of not more than five members representing each party.
- (b) – Either party may by prior arrangement and with mutual consent bring in an additional member who has special knowledge which would contribute to the success of the negotiations. Only one such additional member for each team will be permitted to attend a negotiating session at any one time.

3. OFFICIAL TIME FOR UNION MEMBERS

(a)-The members of the negotiating team who are employees of the Agency will be authorized time for not more than 40 hours spent in negotiations.

(b)-Additional members of the Union's negotiating team (as provided in Section 2(b) above) who are employees of the Agency shall be considered to be an official duty for the time spent away from the job attending negotiations.

(c)- Members of the Union's negotiating team are not entitled to overtime pay, premium pay travel pay, or per diem which representing the Union in negotiations.

(d)- For the purpose of computing the amount of official time charge to negotiations, "negotiations" shall mean the entire bargaining process including any further meetings to establish these ground rules, all negotiation sessions, caucuses during the negotiation sessions, proceedings before or with the assistance of third parties, renegotiations, and for the negotiation of supplemental or other modification to the written Agreement, if any, during the term of the Agreement.

4. STATUS OF CONTRACT ENTERED INTO ON APRIL 30, 1969, BETWEEN THE EMPLOYER AND THE UNION

It is agreed that all articles of the above contract, not in conflict with existing or future laws and regulations or appropriate authorities and Executive Order 11491, as amended, remain in full force and effect only until the earliest of the following dates:

- (a)- The date a new contract is entered into;
- (b)- The date either party or both parties jointly file a request to the Federal Services Impasse Pane for consideration of an impasse;
- (c)- The date the Federal Service Impasse Panel undertakes the consideration of a matter between the parties which has reached impasse.

5 TIME AND PLACE NEGOTIATING SESSIONS

The Bureau will provide a suitable meeting place for negotiating purposes and make it available to the Union caucusing purposes. The Bureau will also provide all typing and copying services associated with the negotiations.

(a)- Days: Tuesday and Thursday.

(c)- By mutual consent the parties may extend or otherwise after the time, date, and place of negotiating sessions.

6. RECESSES AND CAUCUSES

Either team may call a recess of the negotiation sessions. Mutual consent is not necessary; however, every effort should be made by both parties to expedite the negotiations.

Either team may ask for a caucus any time it becomes necessary during the negotiations. At such time as the Union desires to caucus, the Employer team will withdraw from the room to provide privacy for the Union. The Employer team will withdraw to an adjacent room for its caucuses.

7. CONDUCT OF NEGOTIATIONS

(a)-The Chief Negotiator for the Employer and the Chief Negotiator for the Union are authorized by the Agency and the Union respectively to negotiate all matters that are subject to negotiations under Executive Order 11491, as amended, and which are within the discretionary authority of the Agency.

(b)-Only the Chief Negotiators or their alternates are authorized to commit their respective negotiating teams to agreement on a proposal. Agreement reached on any proposal will be tentative until agreement is reached on all proposals. This tentative Agreement will be indicated by the two Chief Negotiators initialing the proposal. This tentative Agreement will not prevent the proposal from being reopened by mutual consent for further negotiations at a later date.

(c)-Either Chief Negotiator may exercise the discretion to recognize other members of their respective teams for questions or comments upon matters germane to the negotiations.

(d)--No official transcript will be made of the negotiation proceedings. However, each party

may take notes during the negotiation sessions.

(e)-The parties agree that information relating to the conduct and substance of negotiations will not be released to any communications media or to the public, except by written mutual consent. (f)-No part of this Agreement is binding until agreement is reached on the entire Agreement, and it has been ratified by the Union membership, and written notice of such ratification has been delivered to the Agency, and has been approved by the Director, Bureau of Engraving and Printing, or the Director's designee.

8. NEGOTIATING TEAM MEMBERS

9. IMPASSES IN NEGOTIATIONS

In the event agreement cannot be reached on specific items, the parties must give a clear and concise statement of the reason for their position. If an impasse should develop, the parties will make every effort to resolve the difference within the Bureau. Failing this, the procedures identified in Section 16 and 17 of the Executive Order and Subchapter 6 of the TPM Chapter 711 will be followed.

10. EFFECTIVE DATE

This Memorandum of Understanding ;is effective upon signing by both parties.
The first negotiation session will be: June 7, 1977.

MEMORANDUM OF UNDERSTANDING

Commencing September 18, 1989, the following rules will apply concerning overtime.

1. There will be two identical lists of names according to their seniority on each shift. shift
2. One list will be for hours worked during the week, the other for weekends.
3. Each list will not have any bearing on the other.
4. Overtime will be assigned to the person at the top of the list.
5. Names will rotate on the list. The person who works will have a "W" placed in a column next to his name. The person unable to work because he has been excused or is on leave will receive an "X" The person who declines will receive a "D". The person, with the most "D's" will be forced to work.

These rule were voted on and passed by the union body at the special meeting September 17, 1989.