

LABOR-MANAGEMENT AGREEMENT

Between the

**BUREAU OF ENGRAVING AND PRINTING
DEPARTMENT OF THE TREASURY**

And

**FRANKLIN LODGE NO. 2135
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
AFL-CIO**

**MACHINISTS, AUTOMOTIVE MECHANICS,
LOCKSMITHS, ENGRAVED STEEL DIE AND
PLATE FINISHERS**

Effective
October 16, 1981

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PREAMBLE

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

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

WHEREAS the participation of employees is improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials, and

NOW, THEREFORE, pursuant to the policy set forth in Title VII of the Civil Service Reform Act (CSRA) and governed by existing or future laws and regulations of appropriate authorities, including policies set forth in published Department of the Treasury policies and regulations in existence at the time the Agreement was approved, and by subsequently published rules and regulations of Department of the Treasury, if such published rules and regulations generates a duty to bargain or a bargaining restriction as provided for in Section 7117 of Title VII, U.S. Code, the following Articles constitute an agreement by and between the Bureau of Engraving and Printing, hereinafter referred to as the "Employer", and the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 COVERAGE

SECTION 1. The Employer hereby recognized 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 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 craft Unit employees, including apprentices, temporary and probationary employees, Machinists, Locksmiths, Automotive Mechanics, Engraved Steel Die Plate Finishers, and Machinists (Electrolytic Branch) as set forth in Director's grant of Exclusive Recognition dated March 1, 1963, as amended July 7, 1966, and April 4, 1972.

SECTION 3. The provisions of this Agreement shall be binding on the parties for any expansion of operations and/or any new functions acquired by the Employer to the extent that such operations affect employees within the Unit as described in Section 2 above.

ARTICLE 2 EMPLOYEE RIGHTS

SECTION 1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in this Agreement, and Title VII of the Civil Service Reform Act (CSRA), the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority.

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 Bureau to encourage or discourage membership in any labor organization.

**ARTICLE 3
EMPLOYER RIGHTS**

SECTION 1. The Employer retains the right in accordance with applicable laws and regulations to determine the mission, budget, organization, number of employees, and internal security practices; to hire, assign, direct, lay-off and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. Nothing in this section shall preclude the Employer and the Union from negotiating as appropriate on:

- (a) Procedures which management officials of the Bureau will observe in exercising any authority under this section; or
- (b) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4 UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the Grievance Committee, the Executive Committee, and non-employee representatives duly authorized by the Union. The number of Grievance Committee members shall be seven to assure that each employee in the bargaining unit shall have ready access to a representative on the employee's work shift and work section. Normally, one Committee member will be designated for each operating section.

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

SECTION 3. 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, investigate, and prepare, but 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, campaigning for office, and the distribution of literature or authorization cards, will not be conducted during work hours.

SECTION 4. Union Representatives, when leaving their work area, shall first obtain permission and the required pass from their immediate supervisor in accordance with Bureau regulations governing employee movement within the buildings. Permission shall 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. 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 activities. This does not prohibit a Union Representative from bringing an issue to the attention of management, but prohibits the conduct of normal Union activities during overtime hours. However, overtime may be authorized for management meetings scheduled during non-duty time.

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

ARTICLE 5 BASIC WORKWEEK

SECTION 1. The basic workweek will consist of five eight-hour days, scheduled Monday through Friday, inclusive.

SECTION 2. The regular hours of work on each shift will be as follows:

- A. Garage: 7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.

- B. Engraving: 8:30 a.m. - 4:30 p.m.
4:30 p.m. - 12:30 p.m.
12:30 p.m. - 8:30 a.m.

- C. C & M Machinists - * see addendum #1 attached.

The positions of locksmith are excluded from negotiated hours of work.

SECTION 3. All employees working on the second and third shift shall receive the applicable shift differential for all hours worked.

SECTION 4. When an employee is changed from one shift to another shift within the employee's basic workweek, at least on week's prior notice will be given except in those instances of emergency associated with the work program. Vacancies of the night shift will be posted on the bulletin board two weeks previous to the effective date, to remain posted for one week. Selection will be made at 3:00 p.m. on the last day of the week the notice is posted.

SECTION 5. The selection of employees for assignment to the night shift shall be made consistent with the operational needs of the Employer and in accordance with the following priorities:

(a) - Those volunteering for the change; or
(b) - Rotating such change among employees in order of their appearance on the shop roster based upon appropriate seniority. In the event there are not enough volunteers, selection of employees will be made in the order of their appearance on the appropriate seniority roster. In the event there are more volunteers than needed, employees will be selected in accordance with their seniority. Assignment to the night shift is subject to review at least on a quarterly basis. Non-volunteers will be rotated on a quarterly basis in accordance with (b) above.

(c) - Employees may be rotated from the night shift for indoctrination or training on new equipment or methods.

The Employer reserves the right to remove any employee from the night shift for good and sufficient reasons, which include an employee not being qualified to perform the full range of duties. If such removal occurs, The Employer, shall provide that employee with the training in the necessary skills and the Union will be orally notified of such changes. 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 record will be made available to the Union.

SECTION 6. 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 time for personal cleanup prior to eating lunch.

SECTION 7. In the issuance of administratively excused leave because of inclement weather, breakdown of equipment, or emergencies or other acts of God, all employees who report for work shall be given such administratively excused leave in the amounts applicable to their shift and job category. This Section does not apply to those employees identified as essential in issuances covering situations herein described.

ARTICLE 6 OVERTIME WORK

SECTION 1. Overtime work is a condition of employment. Overtime assignments shall be distributed among the employees on as equitable a basis as possible consistent with the operational needs of the Employer and in such a manner as to assure a balanced work force of qualified personnel. When it is necessary to maintain rosters of overtime worked to assure such equal distribution, such rosters will be available for review by the Union upon request, and overtime distribution will continue to be assigned in accordance with shop practices and this Article.

In the Construction and Maintenance Division, when an employee's name is reached on any rotation roster for overtime, the employee will be excused from working such overtime upon his/her request, provided that the Employer is able to meet the overtime need by the assignment of another available employee from the same rotation roster. If an employee, by the employee's request, is excused from working such overtime work for which he/she is scheduled on a rotation roster, the employee will be counted as having received the overtime due him/her on rotation for record purposes only. When an employee is on annual leave for five consecutive regular workdays or more, the employee will not be charged with overtime not worked. If an employee is assigned to overtime, but does not work due to illness or personal emergency, the overtime will be charged as though worked.

SECTION 2. In the Office of Engraving, the supervisor will notify the Shop Committee member of the need for overtime assignments. The Committee will supply the names of the volunteers, if there are not enough volunteers, the supervisor will assign the overtime work to employees.

SECTION 3. The Employer agrees to post the "overtime probability list" no later than 3:10 p.m. on the Wednesday preceding the overtime, and to post the overtime list no later than 3:10 p.m. on the Thursday preceding the overtime except for those cases wherein overtime assignments become necessary after the list is posted. Employees who are on extended sick leave will not be placed on the overtime list. However, employees otherwise eligible under this Article for overtime, but who are on short-term sick leave will be placed on the overtime list. If the absent employee does not report for work on Thursday and/or Friday (Wednesday, Thursday, and/or Friday for employees on the midnight shift) the employee's name will be removed from the list and the employee will be charged as though worked for record-keeping purposes.

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

SECTION 5. Employees required to stay after their regular working hours for any reason, including security reasons, will be paid the overtime rate in 15-minute increments.

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

SECTION 7. Any employee who is called back to perform unscheduled overtime work either on a regular workday after the employee has completed his/her regularly scheduled day of work and left the Bureau, or on a day outside the employee's basic workweek, will be paid a minimum of two hours of pay at the overtime rate even if the employee's services cannot be utilized after he/she reports to work. No employee reporting on callback will be required to remain for the two hours, unless the employee's services can be utilized.

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

SECTION 9. Employees scheduled to work overtime on days outside of their basic workweek who are not notified prior to leaving home for work that their services are not required will be assigned to work if work is available. The employee may elect to return home after notification by the Employer that his services are not needed or remain to perform available work. The Employer agrees, however, to make every effort to provide a full eight hours work if the employee elects to stay. If the available work does not constitute a full eight hours, the employee will be so notified before he elects to remain or return home.

SECTION 10. Cleanup privileges on overtime will be the same as those, which apply to the basic workweek.

SECTION 11. Normally apprentices will not be allowed to work overtime when there are journeymen available for the assignment. It is agreed that an apprentice may be assigned to an overtime situation to obtain specialized training that would not ordinarily otherwise be available.

SECTION 12. In the C & M Division, the overtime list will contain the names of all eligible employees. A seniority list will be posted next to the overtime list. An overtime charge list containing the total number of hours declined by each employee shall be placed next to the overtime list. When new employees enter the units they shall be credited with the average number of hours declined by employees on the list. Employees drafted to work overtime shall be chosen from the charge list. The employee with the highest number of overtime hours declined will be drafted first. If more than one employee is required for the overtime assignment, the employee with the second highest number of overtime hours will be drafted, and so on, until the staffing requirements for the overtime assignment are filled.

SECTION 13. If an employee declines an overtime assignment, which occurs Friday, there will be no charge for the decline.

SECTION 14. All employees, especially 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 reasonably consistent time periods for qualifications.

SECTION 15. Overtime, which is a continuation of the regular shift, will normally be for a period not to exceed four hours.

SECTION 16. Any employee who does not have adequate transportation home will not be required to work overtime if the Employer can obtain an appropriate replacement to work the required overtime.

SECTION 17. An employee on authorized court leave, if otherwise eligible for scheduled overtime, will not be denied the overtime if the employee notifies the Employer of his/her availability for overtime by 9:00 a.m. on Thursday. Any employee in the Unit on court leave or military leave who is prohibited from working scheduled overtime will be paid for the overtime that the employee would have worked but for the absence due to such authorized leave.

ARTICLE 7 SICK LEAVE

SECTION 1. Employees shall earn sick leave in accordance with applicable statutes.

SECTION 2. Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties. An employee, to the extent possible, will give notice to the employee's supervisor of an unanticipated need for sick leave within the two-hour period after the time scheduled to report for duty on the first day of absence. If the degree of illness, injury, or other difficulties encountered prevents compliance with the two-hour limit, the employee will give such notice as soon as possible thereafter.

SECTION 3. Sick leave, when necessary, shall be granted to the extent due and accrued for medical, dental, or optical examination or treatment. Sick leave for these purposes shall normally be obtained in advance except in cases of emergency, and the amount approved shall be limited to the amount determined reasonably necessary for the specific request, including travel time.

Sick leave for routine medical and dental appointments should be requested as far in advance as possible using SF-71. Employees must return SF-71 within five days after return to work from the appointment or the time will be charged to annual leave.

SECTION 4. Employees shall not be required to state the nature of their illness when reporting they are sick. Supervisor's shall consider the employee's certification as to the reason for the absence as administratively acceptable evidence for the granting of sick leave for a period not to exceed seven calendar days exclusive of those holidays established by statute or weekends not scheduled to work in accordance with Article 6 on overtime. For those absences in excess of that time period, a Medical Certificate or such other evidence acceptable to the Employer will be required.

It is agreed and understood that the Employer has the right to require that an employee furnish a Medical Certificate for each absence which the employee claims was due to incapacitation for duty on the following basis:

(a) - There is evidence that the employee has abused sick leave privileges over the previous 12-month period;

(b) - Employer has counseled the employee in respect to the use of sick leave, and record of such counseling is on file, and the sick leave record of the employee subsequent to the counseling does not indicate improvement;

(c) - The employee has been furnished written notice that he/she must furnish a Medical Certificate for each absence which the employee claims was due to illness. It is further agreed that the Employer will review the sick leave record of each of the employees required to furnish a Medical Certificate for each absence which the employee claims was due to incapacitation for duty at least six months after date of issuance. Where such review indicates no specific evidence that the employee has abused sick leave privileges during the review period, the employee will be notified in writing that a Medical Certificate will no longer be required for each absence which the employee claims is due to illness for periods of which the employee would not ordinarily be required to furnish a Medical Certificate.

SECTION 5. Employees who state they are ill and wish to be excused from duty shall not be required to visit the Medical Office prior to leaving work.

SECTION 6. Sick leave will also be granted to employees who are required to remain home either because they are quarantined due to a contagious disease in the immediate family or because they are needed to administer to a member of their immediate family who is stricken with a contagious disease. For purposes of this Section, immediate family is defined as spouse, children, and other dependent family members residing in the employee's household.

SECTION 7. Unearned sick leave shall be advanced to an employee with career or career-conditional status, not to exceed a total of 30 days, on request for advancement of such unearned sick leave, provided there is reasonable reason to believe that the employee will return to duty at the Bureau. It is also agreed that the employee's annual leave will be prorated until all sick leave is repaid. Requests for advanced sick leave will be accompanied by a Medical Certificate, which will provide the nature and seriousness of the illness or injury and the probable date of return to duty. Advanced sick leave will not be granted where it is not warranted and will be handled on a case-by-case basis.

SECTION 8. Employees who are sent home sick by the Bureau Medical Office shall not be required to furnish a Medical Certificate or other administratively acceptable evidence to substantiate such sick leave for the period authorized by the Bureau Medical Office.

SECTION 9. The Union agrees that sick leave should not be abused.

ARTICLE 8 ANNUAL LEAVE

SECTION 1. Employees shall earn annual leave in accordance with applicable statutes and regulations. An employee's request to take annual leave shall be granted when the employee has given his/her supervisor reasonable notice subject to reasonable requirements of the Employer. Requests for annual leave for emergency reasons will be approved or disapproved based on the explanation presented for the absence. However, if leave is denied and the employee feels that he/she has an acceptable excuse, the employee may file a grievance under the Grievance Procedures of this Agreement. When written requests for annual leave using SF-71, have been denied, the employee will be furnished, in writing, the reasons for the denial.

SECTION 2. All unit employees assigned to the Office of Engraving will request annual leave according to the practice in effect at the time this agreement is approved.

SECTION 3. The employer agrees that during any period of shutdown or reduced operations, every effort will be made to provide work for employees who request to work. If work can not be provided for these employees, who do not have annual leave to their credit, the Employer agrees to advance, advance annual leave to those eligible to cover the period of shutdown, provided that such leave shall not exceed that which would be accrued during the current leave year.

SECTION 4. No employee in the Unit shall be required to schedule annual leave as enforced annual leave solely to reduce the employee's leave balance, unless such employee has accrued leave to the maximum extent the employee can carry over the new leave year and is counseled in advanced in regard to this excess leave. Subject to the reasonable requirements of the Employer, employees will be given ample opportunity to use excess leave at their convenience.

SECTION 5. Notification of approval or denial by the Employer of requests for annual leave will be made as soon as reasonably possible.

SECTION 6. In cases of interrupted or suspended operation when neither 24 hour's notice nor notice before the end of their immediate preceding shift is possible, eligible employees who cannot be assigned to other work shall be administratively excused in accordance with appropriate authorities and shall suffer no loss of leave or pay. Such administrative excusal will apply only to time within the employee's basic workweek.

SECTION 7. Requests received from employees during a work shift to be excused on annual leave for the remainder of the work shift will be handled by any appropriate supervisor on a case-by-case basis.

SECTION 8. The Employer agrees to a liberal leave policy dealing with requests for annual leave on the employee's own birthday with reasonable advance notice.

SECTION 9. In the C & M division, during traditional heavy leave periods when the number of leave applications received normally exceeds those leave request that management approves, a drawing will be held between the 35th and the 45th day prior to the start of the leave period. The time frame for the drawing may be changed by mutual agreement of the parties. Should additional openings occur, another drawing will be held from those request not selected in the first drawing. A representative designated by the Union shall be present at the drawing(s). This procedure applies to the following leave period.

(a)---The Friday after Thanksgiving

(b)---December 20th to January 2nd

(c)---Memorial Day to the Labor Day, inclusive an employee having been granted leave in a given year for each period taken the previous year.

Examples: An employee having taken leave for:

- (a) in a given year shall be excluded from the first drawing for (a) the following Year. If the employee had not taken leave during (b) in the same given year then he/she would not be excluded from the first drawing for (b) the following year.

Notices of the above procedure will be posted by the employer well in advance of the above leave periods.

ARTICLE 9 HOLIDAYS

SECTION 1. Eligible employees shall be entitled to all holidays now prescribed by law, and any that may be added later by law, and all holidays that may be designated by Executive Order.

SECTION 2. Holidays as designated above will normally be observed as non-work days. When such holidays as determined above fall on a Saturday or Sunday the Activity shall normally be closed to public business on the preceding Friday of succeeding Monday in lieu of such holiday. Such Friday or Monday shall be deemed to be a holiday.

SECTION 3. Eligible employees in a pay status shall receive eight hour's pay at their regular hourly rate plus any appropriate shift differential on all days defined as holidays that they are not required to work except as provided otherwise in applicable law and regulation.

SECTION 4. Employees working on a holiday outside their basic workweek shall receive the same pay as they would normally receive on an overtime day plus any applicable shift differential. Employees working on a holiday within their basic workweek shall receive 2½ times their hourly rate plus appropriate shift differential for all hours not to exceed eight hours worked on such holidays.

SECTION 5. Any employee having annual leave to his/her credit may apply in advance for leave and such leave with pay shall be approved for any workday which occurs on a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect the operation and normal work process.

SECTION 6. Employees shall be scheduled and notified of the requirement to work on a holiday in accordance with the schedule and notification procedures for scheduled overtime work as set forth in this Agreement. It is further agreed that the employer, to the extent permitted by work requirements, shall not schedule work on a Holiday, which could have been reasonable scheduled during regular scheduled workdays or to award or create overtime payments. The parties agree that Holidays will be non-workdays to the maximum extent permitted by workload. The Employer further agrees, to advise the appropriate committee member as to the reason for requiring unit employees to work on a holiday.

SECTION 7. Any employee may be relieved of work on a holiday upon request, provided another acceptable qualified employee is willing to substitute for the employee.

SECTION 8. Subject to the work requirements of the Bureau the following will apply to cancellation of shifts. Employees who work other than the day shift, and whose shift has been cancelled due to the suspension of Bureau operations, will be granted one of the following options:

- (a) any employee having annual leave to his/her credit may apply in advance for leave.
- (b) in order to insure adequate coverage, and to prevent the possibility of an employee

having to work two consecutive eight-hour shifts in such circumstances, the Bureau will adjust the work schedules of affected employees.

1. Any employee not willing or able to take annual leave will be allowed to report to the shift immediately preceding his/her normal shift when that shift has been cancelled, provided that it does not result in the employee having to work two consecutive shifts, and that such action does not interfere with the normal work process. For example, employees who normally work the night shift would report to the evening shift should their normal work shift be cancelled.

2. In the event that both the evening and night shifts are cancelled, employees from those shifts would report to the day shift. However, for those employees working the night shift, the Bureau will adjust their schedules so they would report to the evening shift on the day preceding the cancellation of their normal shift so they would not be scheduled to work two consecutive shifts.

SECTION 9. If cancellation of the shift is not known well enough in advance to allow notice to affected employees in accordance with Article 5, Section 4, of the labor-management agreement, the Bureau will notify those employees of the change in the work schedule at the earliest possible date. Under either option, affected employees shall suffer no loss of pay in their regular hourly rate plus any appropriate shift differential in accordance with law and regulation.

ARTICLE 10 COURT LEAVE

SECTION 1. As provided by law, an employee under proper summons will be granted court leave. When absent on court leave, the employee shall furnish a certificate from the Clerk of the Court showing that the employee was present for the days involved. Specifically:

- (a)-On jury duty in the State, District of Columbia, or Federal Court; or
- (b)-As a witness for the Government of the United States or the District of Columbia; or
- (c)-As a witness in a judicial proceeding on behalf of a state or local government; or
- (d)-Is summoned or assigned by the Department to testify in a non-official capacity on that of the District of Columbia; or
- (e)-As a witness, on behalf of any party, in any proceeding to which the United States, District of Columbia, state or local government is a party.

SECTION 2. As required by law and regulation, an employee on court leave will turn in to the Office of Financial Management those fees received for such service and will receive his/her regular compensation including appropriate shift differentials.

SECTION 3. An employee so summoned will notify his/her supervisor promptly so that arrangements for the employee's absence may be made.

SECTION 4. If a second or third shift employee serves on jury duty as stated in Section 1 of this Article, the employee shall not be required to work his/her shift on such calendar days, but shall be entitled to pay as provided above.

SECTION 5. Eligible employees in the bargaining unit will be excused from duty to vote in national, state, and local municipal elections or referendums for periods of time that may be necessary to insure them the opportunity to vote. In this connection, employees will be excused without charge to leave for voting purposes on the following basis:

- (a)-Employees traveling up to 40 direct road miles to their polling places will be excused for sufficient time to allow them three hours after the polls open, or three hours before the polls close, whichever will cause the least period of absence from their employment;
- (b)-Employees traveling more than 40 and up to 70 direct road miles to their polling places will be excused to allow four hours after the polls open, or four hours before the polls close, whichever will cause the least period of absence from their employment;
- (c)-Employees traveling over 70 direct road miles to their polling places will be excused to vote without charge to leave on an individual case basis in an amount of time to insure opportunity to vote but not to exceed eight hours.

SECTION 6. An employee on authorized court leave, if otherwise eligible for scheduled overtime, will not be denied the overtime if the employee notifies the Employer of his/her availability for overtime by 9:00 a.m. on Thursday. Any employee in the Unit on court leave or military leave will not be denied any employment benefit for providing such service.

ARTICLE 11 LEAVE WITHOUT PAY

SECTION 1. Leave without pay will be granted in accordance with applicable laws and regulations. Normally such leaves of absence without pay shall not exceed one year for each application.

SECTION 2. The employer recognizes that unit employees may be elected or appointed to positions in the Union, which necessitate leave of absence from their regular duty. In this regard, the Employer will authorize annual leave, if available, or leave without pay at the discretion of the employee, for not more than two employees from the same work area at any one time, provided reasonable advance notice is given and the workload permits such excusal. Normally, reasonable advance notice is deemed at least 24 hours. The union will give as much advance notice as possible; but when an emergency circumstances prevent 24 hours advance notice the Employer will make an effort consistent with work requirements to grant this leave upon 1-hour advance notice.

SECTION 3. The Employer agrees that when given adequate advance written notice, an employee in the Unit who has been elected or appointed to a Union office requiring an extended leave of absence shall be granted annual leave, if available, or leave without pay as selected by the employee. Such leave in the absence of compelling circumstances shall be granted for the term of their office in increments of not more than one year. No more than two employees will be granted leave for these purposes at any one time.

SECTION 4. Employees returning to duty from approved leave will be granted such rights, privileges, and seniority which they may be entitled at that time in accordance with the applicable statutes, regulations and terms of this Agreement.

SECTION 5. Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under Group Life Insurance and Federal Employees Health Benefits programs to which they may be entitled in accordance with applicable statutes and regulations.

SECTION 6. Leave without pay may be granted for educational purposes subject to the reasonable requirement of the Employer.

SECTION 7. When employees are on leave without pay for Union activity, no charge will be made on the overtime roster during the first 30 consecutive days on each occasion of the leave without pay.

ARTICLE 12
SENIORITY

SECTION 1. Seniority for the purpose of this Agreement is computed as continuous service in the Bureau as a journeyman within each job category as defined in Article 1, Coverage.

ARTICLE 13
TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. 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 2. The Employer recognizes need for implementing programs of training for Unit employees to insure continuing levels of competence in the changing technology of industry. This shall be accomplished by specialized training either on or off Bureau premises, which may be, specialized schools, consistent with Bureau operations.

SECTION 3. The Employer agrees to implement training programs to insure competence of all members of the Unit in all work areas served by Unit employees, consistent with Bureau operations.

ARTICLE 14 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 or 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 upon definitions and terms used in job descriptions. Such meetings will occur on request of either party. The Employer further agrees to consult with the Union when a new 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.

SECTION 3. At least annually, each employee will be required to review the employee's job description under the Maintenance Review Program and to identify any disagreement with it. The employee may at other times during the year, however, avail himself/herself of the opportunity to ask for a review of the employee's job description in connection with any dissatisfaction the employee may feel relative to its accuracy.

SECTION 4. The Employer agrees that to the maximum extent possible, all employees in the Unit with the same job description and grade, consistent with job requirements, shall be given fair and equitable treatment with regard to job assignments to menial or dirty tasks.

ARTICLE 15
DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1.

- (a) A disciplinary action for the purpose of this Article is defined as an oral admonishment confirmed in writing, a written reprimand or a suspension of 14 days or less.
- (b) An adverse action for the purpose of this Article is defined as a reduction in grade or pay, a removal, a suspension for more than 14 days, or a furlough of 30 days or less.

SECTION 2.

- (a) Disciplinary and adverse actions shall be taken only for just cause, including reasons which will promote the efficiency of the service, and the employee will be notified of the option and right to grieve or appeal the action.
- (b) In taking disciplinary or adverse actions, the Employer will: give consideration to all factors involved; take the actions in a timely fashion; and insure that penalties assessed are as consistent as possible with penalties for like offenses.

SECTION 3. The Employer agrees that a meeting between an employee and the employee's supervisor and/or other line management officials during which the principal topic of discussion is disciplinary or adverse action or proposal of disciplinary or adverse action will entitle the employee involved to request the presence of a Union Representative at the meeting. The Employer agrees that the Union shall be given the opportunity to be represented at any examination of the employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee, and the employee requests representation.

SECTION 4. It is recognized that all employees are expected to pay promptly all financial obligations. A just obligation is one which, the employee acknowledges as being just or which has been reduced to a judgment by a court. In the event of a dispute between an employee and any private individual or firm, the Employer will not make any determination as to the debt, the amount of the disputed indebtedness, or the method or terms of payment agreed to by the creditor and the employee.

SECTION 5.

DISCIPLINARY ACTIONS

- (a) The Employer agrees, except in the case of emergency suspensions related to adverse action, to provide an employee with a Notice of Proposed Suspension at least 7 calendar days prior to the effective date in cases of suspensions of 14 days or less.
- (b) In case of disciplinary action or suspension of 14 days or less, the employee, upon request, will be furnished a copy of that portion of all written documents which contain evidence relied on by the Employer and which form the basis for the charges.
- (c) Such actions may be grieved within 15 days from the date of service upon the employee of the final notice through the negotiated grievance procedure, starting at that step of the procedure where the management official has the authority to resolve the grievance.
- (d) The parties agree that if such grievances terminate in arbitration, the arbitrator's decision will be final and binding provided, however, that either party may take exception to the award in accordance with the rules of the FLRA.
- (e) In such arbitration hearings the Employer shall bear the burden of proof by a preponderance of evidence.

SECTION 6.

ADVERSE ACTIONS

- (a) In all cases of adverse action, except those involving emergency suspensions, an employee will be given written notice of the specific charges which form the basis of the proposed adverse action at least 30 days in advance of the action.
- (b) An official, in his Notice of Adverse Action decision, will inform the employee of the disposition of each of the "reasons" in the Notice of Proposed Adverse Action.
- (c) In case of adverse action appeals, an employee will be given a copy of the Employer's appeal file, upon request.
- (d) An employee may appeal a final decision in writing within 15 days from the date of service upon the employee of the final notice through the negotiated grievance procedure or within 30 calendar days through the statutory appeals procedure, but not both.
- (e) The parties agree that if such grievances terminate in arbitration, the arbitrator's decision will be final and binding provided, however, that either party may take exception to the award in accordance with the rules of the FLRA.
- (f) The Employer shall bear the burden of proof by a preponderance of evidence except in cases based on unacceptable performance in which case the Employer bears the burden of proof by substantial evidence.

SECTION 7. An employee will have the right to answer a notice of proposed disciplinary or adverse action either orally and/or in writing within 7 days of receipt of the notice. If the reply is oral the supervisor will make a summary of the reply and provide a copy to the employee.

ARTICLE 16
HEALTH AND SAFETY

SECTION 1. The Employer will continue to provide and maintain safe working conditions and industrial health protection in keeping with the concepts of OSHA, as outlined in PL 91-596, 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 protection 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. Protective equipment and safety devices which the Employer requires the employees to use or wear will be provided to the employee at no cost; the Union shall actively support the Employer's enforcement of this requirement. The Union Safety Committee may, at its discretion, recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Safety Manager, and such recommendations shall receive prompt attention.

SECTION 4. 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, they 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 concludes 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 by the Employer from that work area.

SECTION 6. No employee will be required to operate unsafe and faulty equipment. In the event that an employee reports to his/her immediate supervisor that an assignment will endanger the employee's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job. If the supervisor has any doubt as to the safety of the work situation, the supervisor will request the assistance of the Safety Officer or a representative who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a serious doubt that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Grievance Committee Chairperson or designee and the Division Superintendent, both of whom will confer with the Safety Officer for resolution.

SECTION 7. 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 8. The Union may designate a representative to serve on each safety committee which is established in organizational components containing employees of the Unit(s). 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 9. When in-house training is available, the Employer agrees to solicit volunteers for First-Aid training where a trained person is not available. Volunteers will be selected and trained based upon the workload requirements of the Employer and availability of training slots for Unit employees.

SECTION 10. Unit employees shall not perform repair work on equipment while it is in motion unless necessary because of the nature of the repair.

SECTION 11. The Union and the Employer will make every effort to prevent accidents of any kind, and in particular those of a more serious nature involving personal injury and lost time. Should such accidents occur, however, a prime consideration will be the welfare and comfort of the injured employee.

SECTION 12. Whenever an employee of the Unit has sustained a lost-time work injury, the Union, upon request, will be notified of the circumstance.

SECTION 13. The employer will continue the Safety suggestions program using the same procedure used for beneficial suggestions. After an approval of a safety suggestion, the Union may request not more frequently than every 45 days, and receive written response regarding the progress being made to alleviate the unsafe situation until such time as the safety problem is resolved.

SECTION 14. 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 any hospital of the employee's choice within commuting distance, except in cases where such transportation is not practical.

SECTION 15. The Employer will periodically examine individual employees, upon request, for effects upon them of any poisonous or toxic agents if used at the Bureau.

SECTION 16. The Employer will make a reasonable effort to have present at least one other person in a work area where an employee is operating machinery.

ARTICLE 17
PROMOTIONS TO SUPERVISORY POSITIONS

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 changed by the Employer;
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 be binding on the arbitrator.

ARTICLE 18
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

- (a) - An Equal Employment Opportunity Committee will be continued by the Employer.
- (b) - The Employer will provide an opportunity for EEO Committee representatives to make comments and recommendations on the Bureau's proposed affirmative action plan, and the Committee shall have the responsibility for monitoring the implementation of the approved plan and its impact on Unit employees.

SECTION 2. One bargaining unit employee, selected by the Union, will serve on the EEO Committee for a full term as an official member of the Employee Committee for EEO. A second member may be appointed by the Bureau when it is appropriate to ensure broad representation. Such member is to be selected from a group of five nominated by the Union.

ARTICLE 19
PERSONNEL RECORDS

SECTION 1. Employers' official personnel folder (OPF) shall be maintained in accordance with applicable OPM regulations. Accordingly, an employee's OPF shall contain only such documents and records as provided for by law or regulation and germane to his/her employment. An employee and/or his/her representative, designated in writing on each occasion, may, upon request, have access to review or request copies of such document(s) therein and may be required to pay all costs associated with copying if more than one copy of each document is required. The employee or 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. Such requests shall not be so frequent as to disrupt the orderly conduct of Office of Personnel business.

SECTION 2. Any record, file or document which is not available to the employee or personally designated representative for inspection will be utilized in disciplinary actions against the employee or evaluation of the employees in promotion actions.

ARTICLE 20 REDUCTION IN FORCE

SECTION 1. An agency's obligation to its employees do not really end with adherence to the minimum requirements of the regulations and instructions. Good personnel practices requires an agency, to the full extent of its resource, to carry out the role of a good employer who shows his concern for the problems and interest of employees. Since reduction in force threatens employee's economic security, whatever the agency can do to help relieve this insecurity is to the benefit in terms of moral and good employer-employee relationships. One of the methods most successful in achieving these results is the adoption of special programs to help affected employees to locate other jobs, either in the same agency, in other agencies or in private employment. This is particular important when the threat of reduction in force might cause the premature loss of better-qualified employees. Employees for whom no positions are located should be counseled, on the basis of information from the local state employment security agency, on any benefits that may be available to them; for example, under the Manpower Development and Training Act of 1962, as amended.

The reduction in force regulations do not require an agency to fill a vacant position. An agency may, however at its own discretion, offer a vacant position to an employee who has been reached for release from his competitive level. Vacant positions shall be utilized to the extent permitted by good management principles.

SECTION 2. The Employer will notify the union as soon as possible after it learns 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 initially affected, the names of employees affected, the numbers of employees involved, the proposed effective date, and the reasons for the actions.

SECTION 3. The competitive area for reduction-in-force purposes will be the entire Bureau of Engraving and Printing.

SECTION 4. Any career or career or career-conditional employee who is separated because of reduction-in-force action and who, prior to separation, had not declined assignment to full-time non-temporary, competitive position with a representative rate not lower that that of a position from which separated, will be placed on a reemployment priority list in accordance with their reduction-in force retention standings, and will be given fullest consideration for rehire before filling vacancies by other means. If all other factors are equal and the vacancy or vacancies are to be filled from the reemployment priority list, inverse order of reemployment will be given proper consideration. The names of former employees who had career appointments will be maintained on the list for two years and the names of those who had career-conditional appointments will be maintained on the list for one year, unless they are removed earlier because of:

1. Voluntary request;
2. Acceptance of a full-time, non-temporary, competitive position; or
3. Declination of a non-temporary, full-time, competitive position with a representative rate lower than that of the position from which separated by reduction-in-force.

SECTION 5. Any permanent status employee who is separated because of reduction-in-force may

submit an application and will be informed of this right at the time of separation, indicating interest in being considered for temporary appointment that becomes available. In making temporary appointments, priority will be given to such applicants provided they have had qualifying experience in the position to be filled. Should there be a greater number of qualified applicants available than there are appointments, the appointments will be offered to the applicants in accordance with their reduction-in-force retention standings.

SECTION 6. Career and career-conditional employees who are separated or reduced in rank and compensation due to reduction in force will be given proper consideration to fill a vacancy from which they were separated or reduced unless the employee has been removed from the reemployment priority list as provided in pertinent regulation. Acceptance of a temporary position will not remove an employee from this entitlement.

SECTION 7. The Union, when representing the employee, shall have the right to review retention registers, official personnel folders, and other pertinent papers relative to reduction-in-force actions affecting the employee in the unit.

SECTION 8. The Union shall be furnished a copy of all reduction-in-force notices issued to employees in the unit.

ARTICLE 21
FACILITIES AND SERVICES

SECTION 1. The Union will be provided with one bulletin board in the Construction and Maintenance Division, and combination board in each additional area where Unit employees report for work, and a distribution of Union material. Material posted or distributed 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 in appropriate regulations.

SECTION 2. The Employer will provide to each Unit employee a copy of this contract, and any amendments thereto, in booklet form, which will be distributed by the Union. In addition, the Employer agrees to have sufficient copies for new employees and the needs of the Union. New employees will be given a copy and will be introduced to the Union Committee member of the area to which they are assigned.

SECTION 3. The Employer agrees to provide ready access, between the hours of 9:00 a.m. and 5:00 p.m., to its 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 22

BENEFICIAL SUGGESTION

SECTION 1. The employer encourages all employees in the Unit to participate in the incentive awards and cost reduction programs. It is the desire of the Employer that all suggestions and cost reduction ideas be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to reduce the in-process time required in processing beneficial suggestions and cost reduction ideas. It is further agreed that employees who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion or cost reduction idea may take the matter up, directly through or accompanied by the appropriate Committee members, with the appropriate supervisor. The Employer shall investigate complaints regarding delays in processing suggestions or cost reduction ideas and the Employer agrees to furnish to the suggester pertinent information in writing as to the reason for delays. The Employer recognizes that the Union may make inquiries regarding delays, upon written request of employees in the Unit. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the suggestion in question will be initiated. For the purpose of this Agreement, any suggestion not adopted or rejected within 60 days of the date filed shall be considered unreasonably delayed. It is recognized that some suggestions may require more than 60 days, in which case the suggester will be so advised and will be given an estimated date that the decision will be reached.

SECTION 2. Employees are encouraged to discuss prospective suggestions with their immediate supervisor who will aid them in insuring that the suggestion is sufficiently described for evaluation before submitting to the Office of Industrial Relations. Where the submitted suggestion is signed by the suggester, the reviewer will discuss it with the suggester when discussion with anyone in the shop area is necessary and in all cases prior to rejecting the suggestion. Rejection will be in writing and the suggester will be afforded an opportunity for a personal interview to ask questions and discuss the details of the rejection letter. Upon request, the suggester may be accompanied by the Grievance Committee Chairperson, or designee.

SECTION 3. The Employer agrees to allow reasonable time on the clock to fill out the Beneficial Suggestion form.

ARTICLE 23
NEW EQUIPMENT AND TECHNICAL CHANGES

SECTION 1. Should additional training be required as the result of new equipment or technical change, the parties will meet to consider and develop a training program.

ARTICLE 24
ENVIRONMENTAL DIFFERENCES

SECTION 1. The Employer agrees to pay environmental differential in accordance FPM Chapter 532-1, Appendix J, in those job assignments which meet the required conditions. Any dispute regarding the Employer's application 532-1, Appendix J, may be processed through the negotiated grievance and arbitration procedures.

ARTICLE 25

INJURY COMPENSATION

SECTION 1. It shall be the policy of the Employer that any employee who is injured in the performance of the employee's duties shall receive all of the benefits which may be available to the employee and without delay. In this regard, the Employer shall designate an official for assuring that the Employer's obligation under the Federal Employee's Compensation Act is promptly and efficiently discharged.

SECTION 2. The full assistance of officials of the Employer will be made available to the injured employee. These officials will be responsible for requiring the prompt reporting of all known on-the-job injuries or job-connected disabilities on OWCP Form CA-1, providing immediate first-aid or medical treatment, advising injured or disabled employees of the benefits available to them, and providing them with the necessary forms in support of claims for compensation. In cases of claims, the Employer will assist the employee in completing such forms and in forwarding them to appropriate officials for processing.

SECTION 3. The Employer will explain to the employee the option of leave-without-pay, which may be reimbursed by OWCP, or using sick leave in cases of lost time injuries which are job-connected. The employee will also be advised of all authorized benefits such as transportation, medical care provided by the Federal Government, or the employee's option to be reimbursed for such services if obtained on his/her own in cases of job-connected injury or disability.

SECTION 4. When the Union has been designated by an employee as the employee's representative in the matter of an OWCP case, the Employer will make available to the Union, upon request, all records and information pertaining to the case.

SECTION 5. Employees who suffer job-related injury or illness will assure that all forms necessary for claiming workman's compensation, including physician's statements, are promptly forwarded through their supervisor to the Employee Relations Branch, Office of Industrial Relations. Supervisors will render assistance in obtaining and completing such forms, where the employee is unable to do so. When properly completed, such forms will immediately be forwarded to the Office of Worker's Compensation, U.S. Department of Labor, by the Employee Relations Branch. The Employer will insure that all Unit employees promptly receive the necessary forms for completion.

ARTICLE 26 TRAVEL

SECTION 1. When travel is necessary and ordered, the desires, convenience, and comfort of the employee will be considered to the maximum degree consistent with the mission assigned.

SECTION 2. A standard travel order will be issued to employees when required to travel beyond the local area. The local area for purposes of this Agreement is considered a distance which the employee can travel to, accomplish assigned work, and return from during the employee's regularly scheduled days and hours of work. Every effort possible will be made to provide employees in advance with complete and accurate information in respect to:

1. Purpose of travel assignment;
2. Anticipated duration of assignment;
3. Mode of transportation to the job site; and
4. Arrangements made for quarters and transportation at the job site.

Normally employees shall receive their travel orders sufficiently in advance to ensure arrangements for transportation and advancement for per diem allowances can be accomplished during working hours and prior to departing. Maximum permissible advancement of per diem and mileage allowance will be made upon request.

SECTION 3. Where the nature and location of the work at the temporary duty station is such that suitable meals cannot be obtained, reimbursement will be authorized unless prohibited by appropriate regulations.

SECTION 4. Per Diem allowance for travel shall be the maximum amount authorized by appropriate regulations.

ARTICLE 27
RIGHTS OF UNION

SECTION 1. The Union shall have the right to present its views to the Employer, either orally or in writing, on any matter of concern and, upon request by either party, the parties agree to meet promptly in an effort to resolve the matter which created the concern.

SECTION 2. The Union shall have the right to discuss with the Employer any dispute or complaint concerning the interpretation or application of this Agreement, or any policy, regulation, or practice now or hereinafter enforced by the Employer.

ARTICLE 28
MISCELLANEOUS PROVISIONS

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

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

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

SECTION 4. All requests for light-duty or limited-duty assignments will specify, by medical certification, the limitation(s) on actions and/or activities the employee is physically unable to perform as well as the probable length of time such limitation(s) will exist. Employees on light-duty assignments must update their status by submitting a physician's statement not more often than once each 3 months if requested to do so by their supervisor. Employees whose physical limitations are certified as permanent by a physician need not update their status other than at their discretion.

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

(b) - Employees in light-duty status because of injuries or conditions which are non-work related will be placed in an activity that serves an organizational need. Should the employee's division have no such work, the employee will be referred to the Personnel Staffing Branch for placement in a division in which such work is available. If no appropriate work can be found the employee will be placed in a leave status until such time they can resume their full scope of duties as certified by a physician's statement.

(c) - Normally employees in a light-duty status because of a work-related injury will be given a light-duty assignment to perform. Such assignment will not necessarily be craft-related. Employees in a limited-duty status will be assigned work compatible with their physical limitations if such work is available.

(d) - Employees in a light-duty or limited-duty status will be transferred immediately from the evening or midnight shift to the day shift and remain on day shift for as long as they are in such status. At such time that the employee is able to resume the full scope of duties, he will be assigned to his original shift, replacing his substitute, if any.

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

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

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

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

(c) - The physician submits a complete report of the examination directly to the Employer. The physician will determine the employee's physical condition, and then the Employer will determine the employee's fitness for duty. The employee shall be advised that the Employer will pay for the medical expenses and reasonable travel incurred by the employee in undergoing such physical examination.

SECTION 6. The Employer agrees that all Unit employees will be formally assigned to one supervisor. Normally, this designated supervisor will be responsible for approving leave, marking performance ratings, and initiating disciplinary actions and for directing the work of employees under the supervisor's supervision.

SECTION 7. The Employer agrees that tests and interviews for jobs within for jobs within the Unit will be conducted during normal working hours of the basic workweek, Monday through Friday. Exceptions may be made by mutual agreement between the Employer and the Union will not be required in tests or interviews required under the Activity's Merit Promotion Plan.

SECTION 8. The Employer agrees that up to four Union officials shall not be involuntarily placed on any night shift rotation roster except for extenuating circumstances. The Union must notify the Employer in writing by January 31 of each year of the name and office of the four Union Representatives. No more than one such representative may be designated from the Office of Engraving. This does not prohibit the Employer from assigning any employee, including Union Representatives, to the necessary shift to complete special job assignments.

SECTION 9. It is further agreed and understood that any prior work benefits and practices which have developed as a form of benefit to employees (such as existing smoking rules, provisions for employees' use of telephones, etc.), which are presently acceptable to the Employer and the Union but which are not specifically covered by this Agreement, shall remain

in force and effect during the term of this Agreement, unless otherwise mutually agreed to by the Employer and the Union. The Employer in contemplating changes, hereby agrees that such changes will not be made without proper notice to, or consultation with, the Union. Any past practices which violate law, regulation, the CSRA or this Agreement are null and void. Practices which violate law, regulation or the CSRA will be discontinued on a Bureau-wide basis.

SECTION 10. Unscheduled annual leave required due to the death of a parent, spouse's parent, child, brother, sister or other dependent family member residing in the employee's household shall not be charged as an occasion.

SECTION 11. The Employer agrees to grant administrative leave to representatives of the Union incident to training relating to matters within the scope of Title VII of the CSRA 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 representative shall be 80 hours in each contract year.

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

(c) - The administrative leave provided for is to be allocated in segments which do not exceed 8 hours per employee.

SECTION 12. The Employer recognizes the right of employees to enhance personal performance through the utilization of personal tools and carts subject to the following:

Employees may provide their own tools and/or convenience tool carts for personal use subject to Employer requirements such as, but not limited to:

(a) - Personal use tools must have appropriate identification. An initial inventory listing (typed or neatly printed) must be provided by employees to the Employer within 90 days of the effective date of this agreement and must be updated whenever new tools are brought onto the Employer's premises.

(b) - Convenience tool carts must meet safety and security requirements. The dimensions of such carts shall not normally exceed 3' x 4' x 5'. In no event may the dimensions of such carts exceed 60 cubic feet. Carts may not have equipment and/or devices such as grinders, vises, etc., attached to them.

ARTICLE 29
GRIEVANCE PROCEDURE

SECTION 1. (a) - The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances which may arise during the life of the Agreement. This negotiated procedure shall apply to any complaint:

1. by any employee concerning any matter relating to the employment of any employee;
2. by the Union concerning any matter relating to the employment of any employee; or
3. by any employee, the Union, or the Employer concerning-
 - (a) the effect or interpretation, or a claim of breach, of the collective bargaining agreement; or
 - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

1. Any claimed violation subchapter III of Chapter 73 of Title VII of the CSRA of 1978 (relating to prohibited political activities);
2. The classification of any position, which does not result in reduction in grade or pay of the employee;
3. Retirement, life insurance, or health insurance;
4. A suspension or removal for National Security reasons;
5. Examination (including the removal of a probationary employee for unacceptable performance), certification, or appointment;
6. allegations of discriminatory acts as provided in section 7702 of the CSRA; and
7. any other specific exclusions stated in this or any other Article of the Labor-management agreement.

SECTION 2. This negotiated grievance procedure shall be the exclusive procedure for bargaining unit employees to seek redress on matters covered, except in adverse actions (including those for unacceptable performance), and prohibited personnel practices as defined by section 2302(b)(1) of the CSRA, where the employee may choose either the negotiated grievance procedure or the appropriate statutory appeals procedure, but not both.

SECTION 3. Any employee or group of employees may present their own grievance and have it adjusted without intervention of the Union, provided the union has been given an opportunity to be present at all formal discussions between the employee and the Employer concerning the grievance, the adjustment of the grievance is not inconsistent with the Agreement, and the Employer's decision is forwarded to the Union at the same time it is forwarded to the affected employee(s). Should an employee elect to submit a grievance under this procedure without Union representation, he will not be entitled to any other representation.

SECTION 4.

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

(b)—Grieving employees will be allowed reasonable time to prepare grievances and meet with the Union Representative and have the right to be accompanied, represented, or advised by the Union at any stage of the proceedings.

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

1. President, or Designee
2. Vice President, or designee; and or
3. Grievance Committee Member, or designee

(d)—The term "First Line Supervisor" means a Foreman or Assistant Foreman or equivalent.

(e)—The term "second Line Supervisor" means the division Superintendent or Assistant Division Superintendent, or equivalent.

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

(g)—The term "Fourth Line Supervisor" means the appropriate Assistant Director.

SECTION 5. Except as may otherwise be otherwise provided in other Articles of this Agreement, grievances will not be considered unless they are taken up with the employer within 15 calendar days after the grievance occurred, or within 15 calendar days after the aggrieved reasonably should have become aware of the matter out of which the grievance arose, or the grievance is regarding a continuing practice or condition.

SECTION 6.

STEP 1. The Union or the employee(s) shall either orally or in writing, present the grievance to the First Line Supervisor. The Supervisor shall meet within two (2) working days with the employee and his Union Representative, if any, or in case of a Union-initiated grievance, the Supervisor will meet with the designated Union Representative. An answer will be given within two working days of the meeting. If the grievance is filed in writing, the response will be in writing.

STEP II. If the answer received in step 1 is not satisfactory, the grievance may be submitted, in writing, within three working days to the appropriate Second Line Supervisor. The employee must identify:

- (a)—The nature of the grievance;
- (b)--Specific of the Agreement and/or law, rule or regulation alleged to have been violated;
- (c)—The remedy desired;
- (d)—One designated Union Representative, if any.

If the grievant(s) is/are not present at the meeting two Union Representatives may be present. If Union-initiated, two Union Representatives and/or a National Representative may be present. A written response will be provided within three working days of the meeting.

STEP III. If the answer provided at step 2 is not satisfactory, the grievance may be appealed to the appropriate Third Line Supervisor within three working days. The Supervisor will meet and discuss the grievance within three working days. The Union may be represented by no more than three designated representatives and/or a National Representative. A written response will be provided within five working days of the meeting.

STEP IV. In cases of adverse actions, as defined in article 15, which are appealed through the negotiated grievance procedure, an employee may appeal the grievance in writing within 15 days from the date of service of the final notice to the appropriate Assistant Director. The Assistant Director will meet and discuss the grievance within five working days. The Union may be represented by no more than three designated representatives and/or a National Representative. A written response will be provided within ten working days of the meeting.

SECTION 7. If the Union is not satisfied with the final decision, the Union may, within thirty (30) calendar days thereafter, send a formal written notice to the Bureau Director of its intent to submit the grievance to arbitration. The Bureau Director retains the right to review the grievance and offer the Union settlement. If the Director reaches a decision acceptable to the Union the matter is closed.

SECTION 8.

(a)—The parties may, at each step of the grievance procedure, call a reasonable number of relevant witnesses. Employee witness 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 issues may not be raised by either party unless they have been raised at step 1 of the grievance procedure, provided, however the parties may mutually agree to join new issues to the grievance process.

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

SECTION 9.

(a)—All time limits specified in this Article shall be exclusive of Saturday, Sunday or holidays, unless specified as calendar days.

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

(c)—If the basis for the grievance is an action or decision of an official of the employer at or above the shop level, the grievance shall begin at the level of authority that can resolve the matter.

(d)—Response to notice of proposed Adverse Actions will not be considered as grievances. Only when final action has been taken (Notice of Adverse Action) will the aggrieved or the Union's appeal be considered a grievance over the final decision.

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 on the part of the

employer to meet any of the requirements of the procedure will permit the aggrieved or the Union to move to the next step.

ARTICLE 30 ARBITRATION

SECTION 1. It is agreed that matters to be submitted to arbitration must involve those matters covered by the negotiated grievance procedure in Article 29. Unresolved grievances may 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. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The question of grievability/arbitrability must be raised no later than the last step prior to arbitration. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance. If the Employer declares a grievance non-grievable and/or non-arbitrable, the original grievance shall be considered amended to include this issue.

SECTION 3. Within five (5) working days from the date of the notice for arbitration, the parties shall jointly or individually request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of the 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 five and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. In all cases, a coin will be flipped to determine which party will begin the striking procedure.

SECTION 4.

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

(b)—A verbatim transcript will be made if the parties mutually agree.

(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 Chairperson of the Grievance Committee, the Union President or Vice President, and all employees called as witnesses will be excused from duty to the extent necessary to participate in the proceedings without loss of pay or charges to annual leave. All employees not regularly on the day shift, when required to be present, shall be changed to the day shift for this purpose.

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

SECTION 5. The Employer shall bear the burden of proving his/her case by a preponderance of the evidence in all disciplinary cases and in all cases involving adverse actions except those which are based on unacceptable performance (as outlined in section 4303 of Title VII of the CSRA). In such cases, the Employer shall bear the burden of proving its case by substantial evidence.

SECTION 6. 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, and orders. Where provisions of this Agreement contain reference to, or provide for incorporation of, laws or regulations or authorities outside the Bureau of Engraving and Printing, the arbitrator shall be bound to apply the existing interpretations of the courts and outside authorities responsible for implementing such laws and issuing such regulations.

SECTION 7. Awards by arbitrators involving back pay or other monetary awards shall be limited by applicable laws and regulations, including Section 5596(b) of Title 5 USC, as amended by Title VII of the Civil Service Reform Act Section 702.

SECTION 8. 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, that party will so notify the other party within 10 working days of receipt of the award.

SECTION 9. In some instances the parties may mutually agree that the procedures set forth in this Article are too time consuming, formal, and costly for the nature of the dispute. In such instances and subject to the other limitations set forth in this article, the parties may mutually agree that:

- (a) The hearing will be conducted within ten (10) working days after the selection of the arbitrator;
- (b) No transcript will be made and no briefs may be filed;
- (c) The arbitrator will announce his award at the close of the hearing or within five (5) working days thereafter.

ARTICLE 31 DUES WITHHOLDING

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

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

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

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

- (a) Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked;
- (b) Purchasing and distributing to its members SF-1187;
- (c) Notifying the Employee and Labor Relations Division, Office of Personnel in writing of:
 1. The names and titles to officials authorized to make 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, as follows:
Franklin Lodge No. 2135, IAM/AW;
 3. Any change in the amount of membership dues (See Section 4A);
 4. The name of any employee who has been expelled or ceases to be a member in good standing of the Union within 10 days of the date of such final determination;

- (d) Forwarding properly executed and certified SF-1187's to the Office of Industrial Relations on a timely basis.
- (e) Promptly forwarding an employee's revocation (memorandum or SF-1188) to the Office of Industrial Relations when such revocation was submitted to the Union.

SECTION 4. The Employer is responsible for:

- (a) Permitting and processing voluntary allotments of dues in accordance with this Article;
- (b) Withholding dues on a biweekly basis;
- (c) Notifying the employee and the Union when an employee is not eligible for an allotment because the employee is not included under the recognition on which the Agreement is based;
- (d) Withholding new amounts of dues upon certification from the authorized Union official so long as the amount has not been changed during the past 6 months;
- (e) Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and copy of all revocation notices received in the Payroll Office;
- (f) Providing the following information on the remittance listing:
 - 1. The name of each employee for whom a deduction is being made, or who has authorized a deduction to be made, during the current pay period, plus the name of each employee for whom amount are not being deducted in the current pay period;
 - 2. For each employee or group of employees, the following information will be given to the extent applicable:
 - (a) Identification of the employee by local union;
 - (b) Amount withheld;
 - (c) No deduction because employee has been separated, transferred, or reassigned outside the recognition area covered by the agreement to withhold dues;
 - 3. The gross amount deducted and remitted.

SECTION 5. The parties agree that:

- (a) The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once every 6 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 6. The effective dates for actions under this Article are as follows:

- (a) Starting dues withholding:

Beginning of first pay period after date of receipt of properly executed and certified SF-1187 in Payroll Office;

- (b) Change in amounts of dues:

Beginning of first pay period after receipt of certification in Payroll Office;

- (c) Revocation by employee:

Beginning of first pay period following March 1. An employee may not revoke dues withholding for a period of one year.

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

Beginning of first pay period following loss of recognition;

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

Beginning of first pay period following loss of recognition;

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

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

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

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

- (a) A new contract is mutually approved;
- (b) The impasse resolution procedures of Section 16 and 17 of the Order are exhausted; or,
- (c) The Union loses its representation rights.

ARTICLE 32 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 90 and 60 days prior to the end of any contract year of its desire to terminate this Agreement in its entirety or of its desire to effect changes herein by amendment; provided, that this Agreement shall terminate automatically on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with provisions of Title VII of the CSRA, as and of itself shall not terminate the recognition status of the Union.

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

(a)-It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six months. Requests for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s) they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties;

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

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

SECTION 4. All provisions of the Agreement not currently in effect shall become effective on the date of approval by the Director of the Bureau of Engraving and Printing.

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

ADDENDUM # 1

The following item was submitted to the Federal Service Impasses Panel for final resolution. The decision of the Panel will be included in the agreement on the rendered date.

ARTICLE 5 SECTION 2(c) BASIC WORK WEEK

Management Proposal

C. Machine Shop: 7:00 a.m. -- 3:00 p.m.
 3:00 p.m. – 11:00 p.m.
 11:00 p.m. – 7:00 a.m.

Union Proposal

C. Machine Shop: 7:30 a.m. – 3:30 p.m.
 3:10 p.m. – 11:10 p.m.
 10:50 p.m. – 6:50 a.m.

Michael Doring **(SIGNED)**
Labor Relation Specialist
Bureau of Engraving and Printing

John Meese **(SIGNED)**
National Coordinator
Government Employee's Department
IAM/AW

ORDER

Pursuant to the authority vested in it by section 7119 of the Federal Service Labor-Management Relations Statute and because of the failure of the parties to resolve their dispute during the course of proceedings instituted pursuant to section 2472.6(a)(2) of the Panels regulations, the Federal Service Impasses Panel under section 2471.111(a) of its regulations hereby orders the following:

The parties shall adopt the Employer's proposal.

By direction of the Panel.

Howard W. Solomon
Executive Director
(SIGNED)

October 21, 1981
Washington, D.C.

United States of America

Before the Federal Impasses Panel

Case No. 81 FSIP 137

In the Matter of

DEPARTMENT OF THE TREASURY
BUREAU OF ENGRAVING AND PRINTING
WASHINGTON, D.C.

And

FRANKLIN LODGE. 2135
INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE
WORKERS, AFL-CIO

DECISION AND ORDER

The Department of the Treasury, Bureau of Engraving and Printing (Bureau or Employer) and Franklin Lodge No. 2135, International Association of Machinist and Aerospace Workers, AFL-CIO (UNION) filed a joint request with the Federal Service Impasses Panel (Panel) to consider a negotiation impasses under section 7119 of the Federal Service Labor-Management Relations Statute (Statute).

The Panel determined that the impasses should be resolved pursuant to written submission from the parties with the Panel to select either party's final proposal as the basis for a final and binding decision. Written submission were made pursuant to these procedures and the Panel has considered the entire record.

THE ISSUE AT IMPASSE

The parties are in dispute over the hours of work for machinist in the Bureau's construction and maintenance division. The Employer proposes the following shifts: 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., 11p.m to 7.a.m. The Union proposes to continue the employees' current shifts: 7:30 a.m. To 3:30 p.m., 3:10 p.m. to 11:10 p.m., and 10:50 to 6:50 a.m.

The Union asserts that its proposal is consistent with both the parties past practice and the prevailing practice in the printing industry where the "standard procedure" is to schedule 25 work hours per day (two 8-hour shifts and one 9-hour shift) in order both to provide employees with cleanup time at the end of each shift and to maintain round-the-clock operations. Moreover, according to it, machinist "have historically worked shift hours identical to those production employees whose machinery and equipment they service," and 88 percent of the Bureau's employees, including all production employees, work shift hours identical to those it proposes. It contends that the Employer's proposal will not reduce the Bureau's overtime expenditures because (1) the time necessary to transport tools and equipment from the shop area to the work assignment area, coupled with the cleanup time, creates at least 30 minutes of nonproductive time per shift; (2) this non-productive time would necessitate the scheduling of overtime on all three shifts; and (3) two thirds of the overtime would be worked by evening and night-shift employees who would be paid on the basis of night-shift differential. Therefore, although the union points out that nothing in the parties' collective bargaining agreement requires the Employer to schedule overtime between 6:50 a.m. and 7:30 a.m. (early-hour overtime), it asserts that continuation of the past practice of scheduling such overtime, which is computed solely on the basis of base pay, would be less expensive to the Employer than the overtime necessitated by the employer's proposal. Finally the union asserts that the Employer proposal would (1) disrupt many car pool arrangements between machinist and production employees, (2) create a server parking problem, and (3) affect employees' morale and lead to "potential strict adherence to rule which would have far greater economic effect on the Bureau than either a 40-minute absence of machinist or the comparatively minute amount of overtime required to fill that void.

The Employer first argues that continuation of the shift hours currently worked by the machinist would cause it to assume an unnecessary financial burden. In this regard it states that between July 1979 and July 1981, machinist were required to work 4285 hours of early-hour overtime in order to "cover the gap" between the midnight and day shifts. Inasmuch as the Bureau is a non-appropriated fund agency which must remain competitive with private printers, the Employer asserts that "the cost of the early-hour overtime can no longer be borne by" it. 1/ Secondly it maintains that adoption of its proposal would not adversely affect employees because (1) even though the Bureau has never guaranteed parking spaces to its employees, ample parking is available; (2) additional identification card processors have been installed to minimize congestion of employees during the shift change; and disruption of car pools will be minimal because the entire construction and maintenance division (except for the machinists) currently works shift hours identical to those it proposes. Finally, the Employer points out that in ordering the adoption of its proposal in a previous case, the Panel stated that "lack of 24-hour coverage imposes a substantial and unwarranted financial burden on the Employer."2/

CONCLUSION

Having considered the entire record before us, we conclude in the circumstances of this case that the impasses should be resolved on the basis of the Employer's proposal.

- 1/ The Employer states that early-hour overtime for machinist cost the Bureau approximately \$45,000 per year.
- 2/ Department of the Treasury, Bureau of Engraving and Printing, Washington, D.C. and Local 121, International Brotherhood of Electrical Workers, AFL-CIO, Case No. 79 FSIP 98 (May 29, 1980), Panel Release No. 153.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement on this 16th day of October 1981

FOR THE UNION

FOR THE EMPLOYER

ALL SIGNED

ALL SIGNED

Approved; **SIGNED**
Harry R. Clements, Director
Bureau of Engraving and Printing

Date: 16 October 1981