

COLLECTIVE BARGAINING AGREEMENT

Between

**The Bureau of Engraving and Printing
and the Bank Note Engravers Guild of Washington
Local 32, International Plate Printers, Die Stampers,
And Engravers Union of North America, AFL-CIO**

May 14, 2009

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PREAMBLE

Pursuant to the policy set forth in Executive Order 11491, as amended, issued by the President of the United States, and governed by existing or future laws and the regulations of appropriate authorities; by published Department of the Treasury policies and regulations in existence at the time the agreement was approved; and by subsequently published Treasury policies and regulations required by law or by the regulations of appropriate authorities, the following articles constitute an agreement by and between the Bureau of Engraving and Printing, Washington, D. C., hereinafter referred to as the "Employer," "BEP," or "Bureau" and Bank Note Engravers Guild of Washington Local No. 32, International Plate Printers, Die Stampers and Engravers Union of North America, AFL-CIO", hereinafter referred to as the "Guild."

ARTICLE 1

PRECEDENCE OF LAW

SECTION 1.

In the administration of all matters covered by this Agreement, all management officials and employees are governed by existing or future laws and regulations of appropriate authorities, including published agencies' policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities. In any conflict between the terms of this Agreement and any provisions of the Bureau of Engraving and Printing Manual, regardless of date of issuance, the terms of this Agreement shall govern.

SECTION 2.

Should any part of this Agreement or any provision(s) contained herein be rendered or declared invalid by reason of any of the contingencies referred to in Section 1 of this Article, such invalidation of such provision(s) of this Agreement shall not invalidate those unaffected parts or provision(s) contained in this Agreement and they shall remain in full force and effect. Invalidation of any portion of this Agreement shall permit either party to reopen negotiations over the invalidated topic.

SECTION 3.

The Parties agree that wherever the phrase, "the Employer has determined..." or "Management has determined..." appears in this collective bargaining agreement, it denotes a unilateral management determination that has been placed in the agreement for informational purposes only. The Parties understand that such determinations may be unilaterally changed by the Employer at any time as appropriate, after notification to the Guild by the Employer and any negotiations required by law. The Parties further understand that the Employer fully retains all management rights accorded by 5 U.S.C. §7106.

ARTICLE 2

EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

SECTION 1.

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

SECTION 2.

The Unit to which this Agreement is applicable is all non-supervisory journeyman and apprentice Bank Note Designers, Vignette/Picture Engravers, Letter and Script Engravers, Sculptural Engravers, and all associated Lead positions of the Bureau of Engraving and Printing.

SECTION 3.

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

ARTICLE 3

LABOR-MANAGEMENT COOPERATION

SECTION 1.

The Parties agree to meet as needed to discuss various topics of mutual interest. Management understands that the employees' perspective, suggestions and comments on work-related issues is important, and the Parties agree that a free exchange of such information tends to promote a work environment of mutual cooperation. Although such discussions may include the full range of work conditions, the Parties agree that training is one of those matters appropriate for discussion, as is the training of employees during their probationary period, and the apprentice program in general.

SECTION 2.

The Parties agree that training in general, and the apprenticeship training program in particular, is of vital interest to both the Guild and the Employer. The objective is to develop and maintain highly skilled, Bureau-oriented employees thoroughly and broadly qualified in their trades. In keeping with this objective, Management has determined that apprentices receive broad and well-rounded experience within their respective trades.

SECTION 3.

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

SECTION 4.

The Employer shall utilize the probationary period as fully as possible to determine the fitness of the employee and shall terminate his services during this period if he fails to demonstrate fully his qualifications for continued employment. Input from the Guild on the progress of probationary employees during the course of the probationary period shall be considered.

ARTICLE 4

GUILD REPRESENTATION AND OFFICIAL TIME

SECTION 1.

The Bureau agrees to recognize the Guild Officers and Shop Stewards duly authorized by the Guild. The Guild shall have the right to designate a reasonable number of representatives to assure that each employee in the Unit shall have ready access to a representative on the employees' work shift.

SECTION 2.

The Guild shall supply the Employer, in writing, and maintain with the Employer on a current basis, a list of names of its Officers and Shop Stewards.

SECTION 3.

(a). The Guild representatives shall represent the Guild and the employees in meeting with officials of the Employer to discuss appropriate matters. They may receive and investigate, but shall not solicit complaints or grievances of employees on Government time or property.

(b). Guild representatives shall be granted official time to perform authorized Guild duties as authorized under the terms of this agreement and Section 7131 of Title V. Official time shall be authorized only for those appropriate labor management and representation activities that are reasonable, necessary, and in the public interest. The Guild agrees that whenever business of any nature is transacted during duty hours, only that amount of time necessary to bring about prompt and expeditious disposition of the matter will be utilized. The Parties agree that occasional informational meetings of the Guild officers and its unit, during duty hours, are to the mutual benefit of the Parties; such meetings cannot include the discussion of internal Guild business, as noted below in ¶3(c).

(c). Official time is not authorized for conducting internal Guild business. This includes, but is not limited to:

- (1). matters pertaining to internal management of the Guild
- (2). soliciting of membership
- (3). collecting dues or assessments
- (4). campaigning for Guild office
- (5). conducting elections for Guild office
- (6). distributing or posting Guild literature, notices, and authorization cards.

SECTION 4.

Guild representatives, when leaving the work area, shall notify their immediate supervisor (or designee) and state the approximate time they will be away from the work area. Absent work requirements, Guild representatives shall not be restrained from exercising their right to leave the work area and/or use official or administrative time to which they are entitled for appropriate representational functions. Guild representatives shall guard against abusive use of time in handling matters necessitating their absence from work assignments. Guild representatives shall report their arrival time back in the work place and shall inform the supervisors of the amount of official or administrative time they have used by completing the prescribed form and submitting it to their supervisor.

SECTION 5. Rights of Employees

(a). It is recognized that the employees may need to meet with (in person or by telephone) authorized Guild representatives regarding grievances or other representational matters, and that they will require a reasonable amount of time to do so. The procedure for securing approval for such time is as follows. Failure of the employee to follow such procedures will warrant denial of the requested time. The employee must:

(1). Request from their immediate supervisor permission to meet with a Guild representative, and inform the supervisor of the approximate time it will take to conduct such business;

(2). If the meeting will take place away from the work site, identify the location where they can be contacted.

(b). The immediate supervisor (or acting supervisor or second level supervisor in the absence of the immediate supervisor) will approve time in accordance with this Article if the services of the employee can be reasonably spared at that time. If the request is denied, the employee will be advised as to the time when approval can be granted.

SECTION 6.

The Employer agrees that officers of the Guild, national officers, and other duly designated representatives of the Guild who are not duty-status employees of the Bureau will be admitted to the Bureau, upon request to the Employer by the Guild, 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 Bureau security and other pertinent regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during their stay in the Bureau.

SECTION 7.

The Employer agrees to consider granting time off (excused absence without charge to leave) within the scope of Title V, Chapter 71 on matters of mutual benefit to the Bureau and the Guild. Employees who are representatives of the Guild may be excused to attend a training session sponsored by the labor organization provided that the subject of such training is of mutual concern to the Bureau and the employee in his capacity as a Guild representative, and the Employer's interest will be served by the employee's attendance. Excusal will cover only such portions of a training session that meet the foregoing criteria as determined by the Bureau. Annual leave or leave without pay requests of Guild representatives to attend other meetings or briefings will be considered on an individual basis. The Guild agrees to submit requests in writing to the Employee & Labor-Management Relations Division, providing the Bureau at least 5 workdays advance notice. The request will identify the names of attendees, the number of hours requested for each attendee, and will have attached a copy of the agenda printed on the sponsor's letterhead.

ARTICLE 5
EMPLOYEE RIGHTS

SECTION 1.

All employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization or to refrain from any such activity. The freedom of such employees who assist the Guild shall be recognized as extending to participation in the management of the Guild and acting for the Guild in the capacity of a Guild Representative, including presentation of its views to officials of the Executive Branch, the United States 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 Unit to encourage or discourage membership in the Guild.

SECTION 3.

All bargaining unit employees shall have the right to bring matters of personal concern to the attention of appropriate Guild officers, or representatives, and/or officials of the Employer.

SECTION 4.

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

SECTION 5.

New employees hired in a position included in the Unit will be advised of the contractual relationship between the Employer and the Guild. Representatives of the Guild will be afforded an opportunity to address new employees during their orientation.

SECTION 6.

(a) The Employer will issue annually a statement of employees' rights to representation (so-called "Weingarten" rights) during any examination or investigation which the employee reasonably believes may lead to disciplinary or adverse action.

(b) Prior to beginning any interview with the employee who is the subject of an investigation, he/she shall be advised of the general nature of the interview and his/her right to Guild and/or legal representation. Once the employee requests Guild representation he/she shall be given a reasonable amount of time to secure such

representation before the examination proceeds. If Guild representation is sought, the Guild may continue to be present, at the request of the employee, for subsequent meetings, discussions and settlements as the employee's representative.

(c) When an employee is interviewed by an investigative official of BEP, the employee shall be informed whether the investigation is administrative or criminal in nature, whether he/she is the focus of the investigation, and the general nature of the matter to be discussed. The Parties agree that responses to investigator's questions may lead the interview into matters not originally intended for discussion. In cases involving possible criminal conduct where prosecution has been declined by the appropriate authority, the employee shall be so informed, and warned that failure to cooperate in the administrative investigation may result in disciplinary action, up to and including removal from Bureau employment. Investigations will consist only of matters of official interest.

SECTION 7.

When BEP exercises its legal right to search an employee's possessions at BEP facilities in a non-criminal matter, the employee shall be allowed to be present during the search unless waiting for the employee's presence would impede the purpose for which the search is conducted. The employee shall be advised of his/her right to be represented by the Guild during the search. Such representation by the Guild shall not unduly delay the search or impede the purpose for which the search is conducted.

ARTICLE 6

EMPLOYER RIGHTS

SECTION 1.

The management of the Bureau and the direction of the working forces including all responsibilities, powers and authorities in accordance with applicable laws and regulations, such as (by way of example and not by way of limitation) the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; the right to relieve employees from duties because of lack of work or other legitimate reasons; the right to maintain efficiency by determining the methods, the means, and the personnel by which such operations are to be conducted; and the right to take whatever actions may be necessary to carry out assigned mission~ in situations of emergency are the sole and exclusive rights and responsibilities of management vested in management officials of the Employer.

SECTION 2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures and practices affecting working conditions, the Employer shall give due regard and consideration to the bargaining rights of the Guild and the employees. However, the obligation to meet and confer does not include matters with respect to the Employer's mission; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; its internal security practices; or matters pertaining to the quality, accountability or security of the Bureau's products.

SECTION 3.

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

SECTION 4.

(a) Pursuant to the Federal Labor-Management Relations Statute, 5 USC Chapter 71, and precedents of the Federal Labor Relations Authority, the parties acknowledge that a past practice is established when a practice has been consistently exercised for an extended period of time and followed by both parties, or followed by one party and not challenged by the other over a substantially long duration.

In more specific terms, the parties agree that to be a binding past practice, the practice must: (1) concern conditions of employment of affected bargaining unit employees; (2) be clear and unequivocal; (3) be widespread; (4) have the expectation of continuation; (5) have mutuality (that is, the party asserting the existence of a past practice must show that the other party knew of the practice and either agreed to it, or at least acquiesced in it); and (6) be of longstanding duration and frequency.

(b) Management may change a past practice after notification to the Guild, and appropriate bargaining. Such bargaining will be on the impact and implementation of an action based on Management's rights, or substance bargaining for other matters. Disputes regarding the negotiability of an issue will be referred to the Federal Labor Relations Authority (FLRA) for resolution.

(c) The parties agree that any past practice or alleged past practice not specifically covered by this collective bargaining agreement shall be null and void.

ARTICLE 7

BASIC WORKWEEK

SECTION 1.

(a) The regular hours of work on each shift will be those hours of work currently in effect. The Employer retains the right to make changes in the regular hours of work in existence at the time this agreement is approved. The employer will notify the Guild of the changes and afford the Guild fourteen (14) days to conduct impact and implementation bargaining, except in cases relating to emergencies as defined in 5 CFR 610.121(a). Such bargaining shall not serve to delay implementation of the change.

(b) Unless an alternate work schedule (AWS) is approved by the Office Chief, the normal basic workweek shall consist of five days, Monday through Friday, inclusive. Should the Bureau determine that it has a need to change the normal basic workweek, it shall provide the Union with notice and an opportunity to bargain to the extent provided by law prior to making any changes.

SECTION 2.

At the start of each workday, an employee is to be at his/her work section ready to perform their assigned duties.

SECTION 3.

Reasonable time may be allowed, before a meal period and before the end of the workday, for cleanup or maintenance of equipment and tools.

SECTION 4.

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

SECTION 5.

Alternate Work Schedules (AWS) shall be administered in accordance with "Flexible and Compressed Work Schedules," in Chapter 610, Section 4 of the BEP Personnel Manual.

ARTICLE 8

OVERTIME

SECTION 1.

Overtime work is a condition of employment approved to meet the needs of the Bureau. Therefore, employees are required to work all overtime assigned unless specifically excused by the Bureau. The Employer shall make every effort to give as much advance notice as possible prior to scheduling an employee for overtime. Although the Bureau will normally give 24 hours notice of regularly scheduled overtime, the Bureau may make overtime assignments at any time the need arises.

SECTION 2.

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

SECTION 3.

(a) Overtime assignments will be distributed by the Bureau in accordance with the procedures set forth herein, consistent with the operational needs of the Bureau and in such a manner as to assure a balanced work force of qualified personnel. The Parties agree to maintain and post a weekly roster of all overtime hours worked or charged. When an employee's name is reached for overtime (according to his shift and lowest number of hours) Management will determine whether his qualifications fit the particular overtime assignment before scheduling him to work the assignment.

(b) When an employee's name is reached on an overtime roster for assignment, Management may, on the employee's request, excuse the employee from working such overtime, provided the Bureau is able to meet the overtime need by the assignment of another qualified employee.

(c) Overtime scheduled for weekends will normally be posted by the end of the employee's shift on the preceding Thursday, unless the overtime becomes necessary at a later time. Accordingly, if an employee's name is not posted on Thursday he may later be scheduled to work if required.

(d) All employees must notify Management of their unavailability for weekend overtime assignments by the close of their shift on Wednesday preceding the overtime. If notification is not given by this deadline, the employee will work as assigned unless he can find a qualified placement approved by Management. If the employee requests to be excused from work assigned after the Thursday posting list and is excused, he will not be charged. If the employee works, he will be charged the hours worked. When an overtime assignment is excused at the request of an employee, after the Thursday deadline, for any reason, Management may fill the vacancy at its discretion.

SECTION 4.

Any employee called back to perform unscheduled overtime work, either on a regular workday after the employee has completed his/her regular shift and left the Bureau, or for a day outside of his basic work week, shall be paid a minimum of two (2) hours call back pay at the appropriate call back rate, in accordance with applicable regulations.

SECTION 5.

The overtime roster shall be returned to zero hours on January 1 of every year. When the overtime roster hours are returned to zero each year, the employee's position on the overtime roster shall remain as is.

SECTION 6.

(a) Employees who are on extended annual leave of five or more successive days, or who are on unscheduled sick leave on the day of the overtime assignment, shall not be placed on the overtime list, unless Management cancels the leave pursuant to Article 9, Section 5 (Attendance and Leave).

(b) Employees who are documented as unscheduled sick leave on the Friday previous to the weekend overtime assignment shall be removed from the overtime list. Employees who have prescheduled medical appointments on Friday shall not be removed from the overtime list.

(c) Employees who are on sick leave on Thursdays must notify Management, by the end of their shift on Thursday, whether they will be available to work Friday and overtime over the weekend. An employee who fails to do so may be removed from the overtime list.

SECTION 7.

An employee who is unavailable for overtime assignments due to injury, health reasons, medical disability and/or leave status (such as jury duty, or military leave), will not be charged for overtime. Employees on limited duty may be assigned overtime work consistent with their medical restrictions.

SECTION 8.

Employees may submit administratively acceptable documentation indicating that their assignment to overtime work may be injurious to their health. The determination as to what constitutes an "acceptable medical documentation" shall be made solely by the Bureau. Such documentation shall be considered in accordance with appropriate medical authorities. If it is determined by the Bureau Medical Director or his designee that assignment to overtime work may be injurious to the employee's health, overtime work will not be assigned. Documentation from the employee's physician shall contain a clear explanation of the nature and extent of the illness or disability, as well as a statement of prognosis. In cases of indefinite disability, the record must be updated every six (6) months in order to remain applicable.

SECTION 9.

In the event an employee is injured on the job during an overtime assignment and must leave the building for treatment, he will not be charged on the overtime list for the hours he does not work that day.

SECTION 10.

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

SECTION 11.

An employee will not ordinarily receive training while on overtime. It is agreed, however, that employees may be assigned to an overtime situation to obtain specialized training that ordinarily would not be otherwise available.

SECTION 12.

Employees who are working on previously designated special projects will be assigned to work any overtime associated with that project.

ARTICLE 9

ATTENDANCE AND LEAVE

General Provisions

SECTION 1.

Bargaining unit employees shall accrue and use leave pursuant to 5 CFR Part 630 and this Agreement. The parties agree to adopt the definitions found in 5 CFR Part 630 as they apply to these leave procedures.

SECTION 2.

All use of leave is subject to supervisory approval. Employees should apply for leave as far in advance as is practicable to permit the orderly scheduling of leave and to avoid leave forfeiture which might otherwise result. Leave requests and approval or denial will be made in writing using OPM Form 71.

Annual Leave

SECTION 1.

Annual leave will be earned and accrued in accordance with applicable laws and regulations.

SECTION 2.

Requests for annual leave will normally be made in writing. While there is no regulatory foundation for so-called "emergency leave," consideration will be given to a telephonic request (or if the employee is on the jobsite, an emergent request) for annual leave — that is, annual leave that was not scheduled and approved in advance --if the situation demonstrates that an emergency or a situation beyond the employee's control is the foundation for the telephonic request. Such a telephonic request must be made as soon as possible, but not more than two hours after the start of the employee's shift. Approval of such requests shall be made by the supervisor on a case by case basis, taking into the account the workload requirements of the Bureau and the nature of the emergency. If a request for emergency annual leave is denied the employee must immediately report to work. If the employee fails to report for work, he may be charged with absence without leave.

SECTION 3.

While there is no specific limit to the number of occasions of unscheduled leave an employee may request, the parties acknowledge and agree that good order and efficiency in plant operations cannot be maintained when employees fail to schedule leave in advance. Accordingly, unscheduled leave may either be denied or may be the basis of administrative action including, but not limited to, leave restriction or other appropriate measures.

SECTION 4.

Because a request for annual leave may entail business of a personal nature, the employee may not wish to divulge the nature of such personal business. Therefore, written requests for leave may be annotated with the comment "personal business" as reason or justification for the requested leave.

SECTION 5.

The Employer retains the right to cancel previously-scheduled leave, however, should this occur, the Employer will inform the employee as far in advance as possible and provide the reason(s) for canceling the leave.

Yearend Shutdown

It is the responsibility of each employee to request leave, pursuant to Bureau policy and annual announcements, to ensure that he will be in a leave status during the annual yearend shutdown. During the annual shutdown, the Bureau may grant leave without pay in accordance with applicable regulations. Employees who do not request leave for the yearend shutdown will be subject to furlough.

Sick Leave

SECTION 1.

Sick leave will be earned and accrued in accordance with applicable laws and regulations.

SECTION 2.

Subject to the conditions listed further on, the Employer shall grant sick leave when a bargaining unit employee:

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- c. Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental, or optical examination or treatment;
- d. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- e. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

f. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

SECTION 3.

The Employer may grant sick leave only when supported by evidence administratively acceptable. Regardless of the duration of the absence, the Employer may consider an employee's certification as to the reason for his or her absence as evidence administratively acceptable. However, for an absence in excess of three workdays, or for a lesser period when determined by the Employer, the Employer may also require a medical certificate or other administratively acceptable documentation. Pursuant to 5 CFR Part 630, "medical certificate" is defined as a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional care.

SECTION 4.

When the need for sick leave is unanticipated, and sickness or injury prevents the employee from reporting to work as scheduled, the employee shall notify the Employer as soon as possible, but not later than two hours after the normal time for reporting to work on the first day of absence.

Leave Restriction

SECTION 1.

Nothing in these provisions restricts the Employer from placing an employee on leave restriction when the Employer believes an employee is abusing leave. For purposes of this article, a leave restriction memorandum is defined as a memorandum that informs an employee that all future requests for sick leave must be supported by a medical certificate along with other specific requirements for requesting sick and/or annual leave.

SECTION 2.

The leave restriction will continue until the Employer is satisfied that the employee has consistently satisfied the requirements of the restriction. If the restriction is to be in effect longer than six months, the Employer will notify the employee in writing, on or about the anniversary date of the original memorandum, that the requirements are still in effect.

Other Forms of Leave

SECTION 1. All other forms of leave not specifically included in this article will be requested and approved pursuant to 5 CFR Part 630 and Bureau of Engraving and Printing policies.

The granting and use of sick leave, annual leave, administratively excused leave, court leave, and leave without pay shall be governed by law, rule, regulation and Bureau policy.

SECTION 2.

Approval of an employee's request for annual leave will be granted when he has given his supervisor at least three work days notice to permit arrangements to be made for the staffing necessary to meet the work requirements of the operation, unless permitting such leave causes a severe work interruption. Upon request, of the employee, any denial of annual leave will be in writing, stating the reasons for the denial. In the event the employee's request is for a day or days for which more requests have been received than can be approved consistent with the work requirements, approvals will be granted on the basis of the earliest request received.

SECTION 3.

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

SECTION 4.

An employee who makes the request in advance, will be permitted to use annual leave on his birthday, provided the employee has leave accrued to his credit and does not interfere with the Employer's operational needs.

SECTION 5.

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

SECTION 6.

The Employer shall keep the official records and will make them available for inspection by the Employee, for the recording of an individual employee's leave usage.

SECTION 7.

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

SECTION 8.

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

SECTION 9.

Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties by such reasons as sickness, injury, illness of an immediate family member, pregnancy, or a period of emotional bereavement caused by the death of an immediate family member.

SECTION 10.

Employees are required to notify their supervisor as soon as possible, and in no event later than two hours after normal time of reporting for work on each day of their absence. Employees may be required to provide a doctor's certificate or reasonably acceptable evidence to substantiate any request for approval of sick leave.

SECTION 11.

Notwithstanding the above, nothing contained in this Article will restrict the Employer's ability to require the presence of an employee, pursuant to its right to assign work under 5 USC 7106 (a)(2)(B), should the Employer determine that the employee's services are necessary.

ARTICLE 10

POSITION DESCRIPTIONS

SECTION 1.

Each employee will be given a position description (PD) in writing of the position to which he is assigned. The Guild will receive, upon request, a copy of all the PD's within the Unit and, when changes occur, the Guild will receive an advance copy of such changes. All changes are subject to Impact and Implementation (I&I) bargaining, and will not be implemented until the completion of such negotiations.

SECTION 2.

The Employer agrees to notify the Guild when a new Unit position is to be established, or when a PD change is under consideration, particularly when the new or changed PD is due to new equipment or technology.

SECTION 3.

An employee may at any time during the year ask for a review of his PD in connection with any dissatisfaction he may feel relative to its accuracy of content.

ARTICLE 11

ASSIGNMENTS AND DETAILS

Management retains the exclusive right to assign work to employees, and to maintain mission efficiency by determining the methods, the means, and the personnel by which operations are to be conducted. Employee details will be effected only for the purpose of meeting the temporary needs of the Employer, and will be handled in accordance with applicable provisions of the BEP Personnel Manual, which is currently set forth at BEP Personnel Manual, Chapter 300, Section 1, dated March 16, 1983.

ARTICLE 12

SENIORITY

SECTION 1. Seniority shall be computed on the basis of an employee's total BEP service. The employee with the earliest date of BEP service (as designated by the Enter On Duty (EOD) date) is considered the most senior employee. Ties in seniority shall be broken first by total Federal Government service as computed by Government Service Computation Date, and any remaining ties will be broken by a coin toss.

SECTION 2. The computation of seniority in this Article does not apply to a Reduction in Force (RIF).

ARTICLE 13

MERIT PROMOTION

SECTION 1.

Merit promotion of bargaining unit employees shall be processed in accordance with applicable provisions of the BEP Personnel Manual, which is currently set forth at BEP Personnel Manual, Chapter 335, Section 1, dated May 12, 2000. Prior to implementing any changes in the Personnel Manual for bargaining unit employees, the Bureau will provide the Union with notice and an opportunity to bargain over negotiable aspects of such changes in accordance with Article 36, Mid-term Negotiations.

SECTION 2.

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.

(a) It is understood that:

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

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

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

ARTICLE 14

PAY

Pay is currently set in accordance with an Agreement between the Parties (referred to as the “pay agreement”) dated June 10, 1998. The pay agreement is included as an Appendix A to this Agreement for informational purposes. Re-opening the pay agreement for any changes or modifications is governed by the terms set forth in that agreement. The pay agreement, as noted in its provisions, will continue in force until otherwise modified by the Parties.

ARTICLE 15

TRAINING, APPRENTICESHIP 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.

It is recognized that training in general, and the apprenticeship training program **in particular**, is of vital interest to the Guild and the Employer. The objective is to develop and maintain highly skilled, Bureau-oriented employees thoroughly and broadly qualified in their trades. In keeping with this objective, the Employer will insure that apprentices receive broad and well-rounded experience within their respective trades.

SECTION 3.

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

SECTION 4.

Management has determined that apprentices **normally** shall be assigned to either an apprentice instructor, skilled journeyman, or other qualified personnel for work experience training. Also, Management has determined that records will be maintained to insure that all apprentices are afforded the opportunity to qualify in each phase of training.

SECTION 5.

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

SECTION 6.

Should the Employer determine that specific training is required for a journeyman to be a trainer of apprentices, selection of employees in the Unit to attend instructor training and appointment as an instructor shall be made by the Employer. Instructor assignments shall be rotated within the affected craft among qualified journeymen who have successfully completed the instructor training course.

SECTION 7.

It is the policy of the Bureau of Engraving and Printing to:

- (a). provide developmental opportunities for employees to meet program needs through improved performance by enhancing knowledge, skills and abilities, and to develop employees to their fullest potential, consistent with their interest, motivation, and abilities.
- (b). provide training and development to meet job requirements of all employees of the BEP without discrimination due to race, religion, age, color, national origin, sex, politics, union affiliation or handicap.
- (c). provide career counseling for employees who seek career enrichment and to initiate an employee development plan that will properly account for employee interest, aptitude and anticipated future opportunity in the field of interest within the Bureau.
- (d). encourage self-development at all levels within the guidance provided by federal regulations.

ARTICLE 16

REDUCTIONS IN FORCE

BEP agrees to notify the Guild of a decision to effect a reduction in force (hereinafter referred to as "RIF") at the earliest practicable date but no less than fourteen (14) calendar days before the issuance of RIF Notices to bargaining unit employees. BEP shall furnish to the Guild the job descriptions affected, the number of employees involved, the proposed effective date and the reasons for the action. The Guild reserves the right to negotiate the impact and implementation of any RIF in accordance with applicable laws and regulations.

ARTICLE 17

RETIREMENT

SECTION 1.

BEP shall provide a retirement planning program. All employees may voluntarily participate in group sessions, with priority consideration given to those within five years of retirement. Individual counseling assistance, including informational material, will be available at the employee's request.

SECTION 2.

An employee may withdraw a resignation or retirement application at any time prior to its effective date, in accordance with applicable law, rule and/or regulation, and provided the withdrawal is communicated to BEP in writing.

SECTION 3.

BEP shall notify a deceased employee's designated next of kin of any benefits to which they may be entitled, and assist them in filing the claims for unpaid compensation, including lump sum leave payments and any retirement insurance, social security benefits, savings bonds and credit union accounts.

ARTICLE 18

EMPLOYEE RECORDS AND PRIVACY

SECTION 1.

BEP is governed by the provisions of the Privacy Act in the collection, maintenance, security, use and dissemination of personal information pertaining to employees.

SECTION 2.

Employees' Official Personnel Folders (OPF) shall be housed in the Office of Human Resources (OHR). 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 or his representative (designated in writing on each occasion) may, upon request, have access to review or photocopy such documents therein as may be required. Employees shall make requests sufficiently in advance to give OHR an opportunity to provide adequate supervision over the review. Such requests shall not be so frequent as to disrupt the orderly conduct of OHR business.

SECTION 3.

The parties recognize that developing automation technologies have resulted, in some cases, in the replacement of paper-based records with records in other formats. Employees shall continue to have access to any information which is subject to the terms and conditions of this Article regardless of the information storage methods.

ARTICLE 19

HEALTH AND SAFETY

SECTION 1.

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

SECTION 2.

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

SECTION 3.

Protective equipment and safety devices which the Employer requires the employees to use or wear will be provided to the employees at no cost. No employees shall be required to work in areas where conditions exist detrimental to health without proper protective equipment and safety devices, as determined by the Bureau Safety Officer or his designee.

SECTION 4.

The Union may designate a representative to serve on each Safety Committee which is established within organizational components staffed by bargaining unit employees.

SECTION 5.

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 the employee's place of residence, when necessary.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

When there is evidence that an employee is physically unable to perform the majority of his duties and work cannot be found for him, he may be required to undergo a fitness for duty medical examination. The Employer agrees that prior to being sent for such an examination, the employee shall be informed in the presence of his union representative, that he may be examined by a physician selected by the Employer or by a qualified physician of his choice, subject to the following conditions:

- (a) The Employer orders the examination after determination that such medical examination is necessary primarily for the benefit of the Government;
- (b) The physician is board certified in the appropriate medical specialty and acceptable to the Employer;
- (c) The physician submits a complete report of the examination directly to the Employer. The physician will determine the employee's physical condition, and then the Employer will determine his fitness for duty. The employee shall be advised that the Employer will pay for the medical expense, reasonable travel, and per diem expense incurred by the employee in undergoing such physical examination.

ARTICLE 20

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

BEP and the Guild reaffirm their commitment to the principles of Equal Employment Opportunity (herein referred to as "EEO") and support a positive program to realize that objective.

SECTION 2.

Employees shall be entitled to Guild representation on official time, upon request, in all meetings with an EEO Specialist.

SECTION 3.

BEP shall prominently post on a bulletin board in each building the name and telephone number of the BEP/EEO Officer and specialists along with any important information relevant to EEO matters.

SECTION 4.

The employer shall ensure the availability of an appropriate number of rest-room facilities for each gender suitable for convenient access for persons with disabilities at buildings in which bargaining unit employee's work.

ARTICLE 21

EMPLOYEE COUNSELING SERVICES PROGRAM

SECTION 1.

The Employee Counseling Services Program (ECSP) is established to provide counseling assistance and referral services to employees who are experiencing problems related to alcohol or drug abuse or are burdened by financial, legal and other personal problems which may be emotionally disturbing and/or impair job performance.

SECTION 2.

BEP recognizes that abuse of alcohol and illegal use of drugs are treatable and addiction to said substances may result in substandard job performance. Sick leave for treatment, counseling and rehabilitation purposes shall be granted in accordance with laws and regulations. Where appropriate, Management may consider granting LWOP for these purposes.

SECTION 3.

Upon request, the BEP's EEO/ECSP staff shall provide information to Guild representatives on its operations and functions.

ARTICLE 22

FACILITIES AND SERVICES

SECTION 1.

BEP shall supply to the Guild one copy each of the BEP Personnel Manual, and the current Employee Handbook - Rules and Regulations within ten (10) work days of the effective date of this Agreement. All changes and/or new rules or regulations shall be provided to the Guild as they are enacted. BEP agrees to provide ready access, during regular office hours, to copies of Treasury, OPM, and FLRA regulations, and laws, in accordance with provisions of the Federal Labor Relations Statute pertaining to information requests.

SECTION 2.

BEP shall make available to the Guild one (1) locking file cabinet for the Guild's private use. BEP security regulations shall apply.

SECTION 3.

BEP shall provide the Guild with shared office space within its premises of approximately two-hundred (200) square feet. The office shall be designed to provide privacy to the Guild or those dealing with the Guild and shall have a lockable door. BEP shall provide a telephone with telephone service, at least one (1) bookcase, at least one (1) desk, one (1) conference table, and at least ten (10) chairs. BEP agrees that a Guild representative may use a government telephone located at the work site to make local calls and official calls to personnel in the Ft. Worth, Texas, bargaining unit in order to fulfill its representational responsibilities. BEP shall further provide a work station which includes a computer, monitor, modem, printer, fax machine, and paper for Guild use. (E-mail for this computer system and voice mail on office telephones in the President's and Vice President's studios shall be provided by BEP. The Guild shall have access to BEP photocopy equipment. The Guild, its officers and members, recognize their responsibility for use of these facilities and will guard against their abuse.

SECTION 4.

The name and office telephone number of the Guild President and Vice President shall be listed in the BEP telephone directory.

SECTION 5.

A copy of this Agreement shall be printed by BEP and given to each present and future employee in the bargaining unit. These employees, along with first-line supervisory personnel, shall familiarize themselves with the contents of the Agreement. BEP agrees to furnish the Guild with 10 copies of this Agreement and the International Union with 2 copies of this agreement. The Guild shall be given additional copies upon request.

SECTION 6.

BEP agrees to maintain the present number of official bulletin boards and to provide the Guild with one (1) official bulletin board on the seventh floor of the Annex Building, Room 702-10, for its exclusive use under a heading entitled: "The Bank Note Engravers Guild of Washington, D.C." No notices shall be removed or tampered with as long as said announcements or notices comply with all regulations.

SECTION 7.

The Guild and BEP recognize that employees should be informed of their rights and benefits. Information concerning the following matters shall be available to employees upon request:

1. Incentive awards
2. Health and Safety
3. Drug policy on testing pool and procedures
4. Leave regulations
5. Promotion plan and Merit System Regulations
6. Position Descriptions
7. Training opportunities
8. Gainsharing Information

SECTION 8.

Performance awards (i.e., gain sharing plans, group performance awards, on-the-spot awards, special achievement awards and quality pay increases) made by BEP shall be made in a fair and objective manner based solely upon merit, performance, and within applicable budget limitations. BEP agrees that statistics on the number of performance recognitions, as defined above, received by bargaining unit employees shall be maintained by BEP and provided to the Guild upon request.

SECTION 9.

All new bargaining unit members shall be informed by BEP that the Guild is the exclusive representative of employees in the Unit. BEP agrees to furnish each new employee in the Unit at the beginning of their first full day of work a copy of the contract.

SECTION 10.

The Guild shall be informed of the dates and times that orientation sessions for new employees shall be held by BEP and shall be given an opportunity to attend such sessions using reasonable official time.

SECTION 11.

The Guild shall have access to BEP photocopy equipment for representational use at no expense. Upon reasonable advance request, BEP shall provide the Guild with meeting space on BEP premises. Guild representatives may utilize BEP's fax services to transmit and receive fax communications from union officials or attorneys, International officers, and BEP's Fort Worth facility. The Guild agrees that these services should be used responsibly and where deadlines are a factor.

ARTICLE 23

DUES WITHHOLDING

SECTION 1.

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

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

SECTION 2.

The Guild agrees to assume the responsibilities for:

- (a) informing and educating its members on the voluntary nature of the system for the allotment of Guild dues, including the conditions under which the allotment may be revoked;
- (b) purchasing and distributing SF 1187 to its members;
- (c) notifying the Office of Human Resources (OHR) in writing of:
 1. the names and titles of officials authorized to make the necessary certification of SF 1187 in accordance with this Article;
 2. the name, title, and the address of the allottee to whom remittances should be sent, including how the check should be made out;
 3. any change in the amount of membership dues (See Sec. 4a); and
 4. the name of any employee who has been expelled or ceases to be a member in good standing of the Guild within 10 days of the date of such final determination.
- (d) forwarding the properly executed and certified SF 1187 to the Employee & Labor-Management Relations Division (ELMRD), OHR, which will be responsible for submitting them on a timely basis to the Customer Services Division, OHR. The ELMRD will be the point of contact for all matters concerning Guild dues withholding.
- (e) promptly forwarding an employee's revocation (memorandum or SF 1188) to the Office of Human Resources when such revocation was submitted to the Guild.

SECTION 3.

The Employer is responsible for:

- (a) permitting and processing voluntary allotments of dues in accordance with this Article;
- (b) withholding dues on a biweekly basis and recovering the established costs for this service;
- (c) notifying the employee and the Guild when an employee is not eligible for an

allotment because he is not included under the recognition on which the agreement is based. The servicing personnel office is responsible for this notification;

(d) withholding new amounts of dues upon certification from the authorized Guild official, so long as the amount has not been changed during the previous 12 months;

(e) transmitting remittance payments to the allottee designated by the Guild, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office;

(f) providing the following information on the remittance listing:

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

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

(a) identification of the employee by local Guild.

(b) Amount withheld.

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

3. The gross amount deducted, the amount of established costs retained, and the net amount remitted.

SECTION 4.

The parties agree that:

(a) the amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once every 12 months;

(b) administrative errors in remittance payments will be corrected and adjusted in the next remittance payment to be issued to the Guild. If the Guild is not scheduled to receive a remittance payment after discovery of the error, the Guild agrees to promptly refund the amount of erroneous remittance.

SECTION 5.

The effective dates for actions under this Article are as follows:

(a) starting dues withholding:

beginning of first pay period after date of receipt of properly executed and certified Standard Form 1187 in Office of Human Resources.

(b) change in amounts of dues:

beginning of first pay period after receipt of certification in Office of Human Resources.

(c) revocation by employee (after at least one year of dues withholding, and only during the two-week period following each anniversary of the employee's initial dues withholding): beginning with the first pay period following receipt of SF-1188, properly executed by BEP. BEP shall provide the Guild with a copy of any SF-1188 received within seven (7) days of receipt.

- (d) termination due to loss of membership in good standing:
beginning of first pay period after date of receipt of notification in Payroll Section.
- (e) termination due to loss of recognition on which allotment was based:
beginning of first pay period following loss of recognition.
- (f) termination due to separation or movement to recognition area not covered by
this agreement:
 - 1. if action is effective first day of a pay period, termination of allotment
will be at end of preceding pay period:
 - 2. If action is effective on any day other than first day of a pay period,
termination of allotment will automatically be at end of pay period.

ARTICLE 24

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1.

In the administration of this Article, a basic principle shall be that disciplinary and adverse actions other than removal should be corrective in nature, rather than punitive, and no employee shall be issued a disciplinary or adverse action except for reasons which will promote the efficiency of the service/just cause. For the purposes of this Article, "just cause" is understood to mean that "cause" which will promote the efficiency of the service.

A disciplinary action for the purpose of this Article is defined as a written reprimand or a suspension of fourteen (14) calendar days or less.

An adverse action for the purposes of this Article is defined as a removal or a suspension for more than fourteen (14) calendar days, a reduction in grade, rank or pay, or a furlough of thirty (30) calendar days or less.

Any such disciplinary or adverse action shall be subject to the grievance-arbitration procedure provided for in this Agreement.

Emergency suspensions shall be effected in accordance with appropriate laws and regulations.

SECTION 2.

It is the responsibility of BEP to inform all employees of security and safety regulations, drug policy, ethics practices and any other policy for which non-compliance may result in disciplinary and/or adverse actions. Prior to reaching a decision on a proposed disciplinary or adverse action, BEP shall give due consideration to circumstances or factors relevant to each situation. Factors generally recognized as relevant include the following:

1. the nature and seriousness of the offense and its relation to the employee's duties, position and responsibilities, including whether the offense was intentional, technical, inadvertent or was committed maliciously, for gain or was frequently repeated;
2. the employee's past disciplinary record;
3. the employee's past work record including performance on the job, compatibility with fellow workers and dependability;
4. the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon BEP's confidence in the employee's ability to perform assigned duties;
5. consistency of the penalty with those imposed upon other employees for the same or similar offense;

6. consistency of the penalty with BEP's published policy of penalties for specific offenses;
7. the notoriety of the offense or its impact on the reputation of and public confidence in BEP;
8. whether the employee had been warned previously about the conduct in question.

SECTION 3.

Employees have the right to be represented by the Guild, International officers or personal legal counsel at any examination which is conducted or monitored by BEP in connection with an investigation of a bargaining unit member for possible disciplinary action. Prior to beginning the interview with any employee who is the subject of an investigation, the employee shall be advised of the general nature of the interview and his/her right to Guild or legal representation. Once the employee requests Guild or legal representation, a reasonable amount of time shall be given to secure such representation before the examination proceeds.

SECTION 4.

Any employee who is issued a notice of proposed disciplinary or adverse action, and upon his/her request, shall be furnished a copy of all materials relied upon by BEP in formulating the charges including any exculpatory evidence. Such information shall be supplied in a manner consistent with the requirements and provisions of the Privacy Act.

SECTION 5.

When BEP proposes to suspend any employee for fourteen calendar (14) days or less, the following procedures shall apply:

1. BEP shall provide the affected employee with seven (7) calendar days advance written notification of the proposed action.
2. The Notice of Proposed Action shall contain all reasons for the discipline stated specifically and in detail.
3. The employee shall be given seven (7) calendar days from the date he/she received the Notice of Proposed Action in which to deliver a reply. Any request for an extension shall be considered, and shall not be unreasonably denied. The written proposal shall advise the employee that he/she has the right to representation of his/her choice when making a reply.
4. The employee and his/her representative shall be given a reasonable amount of official time to prepare replies described above.

The final decision letter shall contain BEP's findings with respect to each reason and allegation made against the employee in the Notice of Proposed Action.

SECTION 6.

When BEP proposes to remove or suspend an employee for more than fourteen (14) calendar days or reduce an employee's grade, rank, or pay, or furlough an employee, the following procedures shall apply:

Except for cases when Management chooses a shortened notice period as provided for in law, rule and/or regulation, BEP shall provide the affected employee with thirty (30) calendar days advance written notification of the proposed action.

The written proposal shall contain any and all reasons for the discipline stated specifically and in detail.

The employee shall be given seven (7) calendar days from the date he/she received the Notification Package to deliver a written reply. Any request for an extension shall be considered, and shall not be unreasonably denied. The Notice of Proposed Action shall advise the employee that he/she has the right to his/her representation choice when making a written reply.

The employee and his/her representative shall be given a reasonable amount of official time to prepare the written reply described above.

SECTION 7.

Nothing in this Article will preclude the Employer from considering appropriate forms of alternative dispute resolution (ADR). While there is no entitlement to ADR, the Parties acknowledge that in certain instances, alternative methods of discipline may be an appropriate response to employee misconduct. The Parties further agree that the Guild may offer the Employer ideas and input whenever the use of ADR results in a written settlement agreement, however, the Employer shall ultimately decide the content of the written settlement and no bargaining or negotiation shall interfere with or supplant either management's decision to use or not use ADR, or the final content of the written agreement.

ARTICLE 25

GRIEVANCE PROCEDURE

SECTION 1. General Provisions

.01 This Article is intended to provide an orderly procedure for the processing of grievances by the Parties to this Agreement and bargaining unit employees covering all matters except those matters specifically excluded below. The Employer and the Guild recognize the importance of settling disputes promptly and fairly and at the lowest possible level. The initiation of a grievance by an employee shall neither cast any reflection on his standing with the Employer or his loyalty to the organization, nor should the grievance be a reflection on the Employer.

.02 For the purpose of this Article, a grievance means any complaint:

- a. by a unit employee concerning a matter relating to the employment of the employee; by the Guild concerning any matter relating to the employment of any employee, or, by the Guild or the Employer concerning:
 1. the effect of interpretation, or claim of breach of this agreement; or
 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

.03 Grievance Procedure Coverage.

Except where established by law or excluded by the terms of this agreement, this procedure shall be the exclusive procedure available to the parties to this agreement, and the employees in the unit for resolving grievances subject to this procedure. Grievances excluded from consideration under this Article include:

- a. non-selection from a group of properly ranked and certified candidates, or failure to receive a noncompetitive promotion;
- b. notices of proposed actions - only final actions can be grieved;
- c. the substance of an employee's performance standards;
- d. determinations concerning awards, recruitment or relocation bonuses, retention allowances, or failure by management to adopt a suggestion;
- e. any action taken under a voluntary, formal agreement entered into by an

employee involving geographic relocation;

f. termination of a probationer, or separation or termination of an employee during a trial period;

g. any claimed violation of subchapter III of Chapter 71 of Title 5 U.S. C. as amended relating to prohibited political activities;

h. any examination, certification or appointment;

i. reduction-in-force;

j. a fitness for duty decision, following a review of fitness-for-duty medical examination(s) and submitted documentation; and

k. the classification of any position that does not result in the reduction in grade or pay of an employee.

l. retirement, life insurance, or health insurance;

m. a suspension or removal under 5 U.S.C. S 7532.

.04 Any unit employee may present a grievance on his or her own behalf through this procedure. This does not preclude the employee from having a Guild representative at any time during the proceedings. The Guild reserves sole discretion in advancing a grievance to arbitration.

.05 Contents of Grievance.

A grievance shall be neat and legible, preferably typewritten and must state with specificity the nature of the grievance and the nature of the relief sought. The employee may include documentary evidence he or she believes is pertinent to the grievance as well as affidavits or statements. After Step 2, no new issues may be added.

.06 Failure by a grievant or a party to a grievance to file or advance a grievance within strict accordance of time frames (described below in Section 2 and Section 3) will be grounds to deny the grievance, and will also be grounds to deny or reject the grievance in arbitration. If the Bureau fails to comply with the time limits, the grievance may be advanced to the next step. Extensions may be granted by mutual consent of the Parties at any Step of the procedure described below in Section 2 and Section 3. Any request for an extension of the time frames must be submitted before the expiration of those time limits.

.07 A grievance meeting may include the grievant, his representative, if any, the pertinent management official or designee, other supervisors and/or managers, witnesses for the grievant if they can provide pertinent testimony, and a representative from the Employee & Labor-Management Relations Division.

SECTION 2. Grievance Procedure

.01 Step 1. A bargaining unit employee, or the employee's representative, may file a grievance concerning any grievable matter using this procedure. Specifically, within fifteen (15) calendar days of the incident, or the date the employee first became aware of the incident that causes him to be aggrieved, the aggrieved employee must file a written grievance with the Management official next in the chain of authority above the immediate supervisor of the aggrieved employee. At the election of the employee, a meeting will be convened with Management within ten (10) calendar days from receipt of the grievance to discuss and clarify the issue(s). Management shall render a written decision within fifteen (15) calendar days after the meeting (or fifteen (15) calendar days after receiving the grievance, if a meeting is not held). If the employee is not satisfied with the decision, he or she may pursue the grievance in writing to the second step.

.02 Step 2. A second step grievance must be filed within fifteen (15) calendar days from receipt of the Step 1 written decision to be timely. It must be filed with the next higher management official above the Step 1 official. At the election of the employee, a meeting will be convened with the Step 2 management official within ten (10) calendar days from receipt of the grievance to discuss and clarify the issue(s). The second step management official shall render a written decision within fifteen (15) calendar days after the meeting (or fifteen (15) calendar days after receiving the grievance if a meeting is not held).

.03 Step 3. A third step grievance must be filed within fifteen (15) calendar days from receipt of the Step 2 written decision to be timely. It must be filed with the next higher management official above the Step 2 official. At the election of the employee, a meeting will be convened with the Step 3 management official within ten (10) calendar days from receipt of the grievance to discuss and clarify the issue(s). The third step management official shall render a written decision within fifteen (15) calendar days after the meeting (or fifteen (15) calendar days after receiving the grievance if a meeting

is not held). The Step 3 written decision is the final step of this grievance procedure. If the employee is not satisfied with the decision, the Guild may choose to submit the matter to arbitration, the procedures of which are discussed below.

SECTION 3. Institutional Grievances (Filed by the Employer or by the Guild)

.01 Either the Guild or the Employer may initiate a grievance against the other party by submitting a grievance within fifteen (15) calendar days of the incident, or the date the grieving party first became aware of the incident that causes it to be aggrieved. In the case of a Guild grievance, it will be filed with the Manager, Employee & Labor-Management Relations Division, or in the case of the Employer, with the President of the Guild. At the election of the aggrieved party, a meeting will be convened within ten (10) calendar days after receiving the grievance with pertinent individuals to discuss the grievance. Thereafter, a written grievance decision will be rendered within fifteen (15) calendar days. The written decision is the final step of this grievance procedure. If the Guild is not satisfied with the decision, it may submit the matter to arbitration, the procedures of which are discussed below.

SECTION 4. Alternative Dispute Resolution (ADR)

.01 For any of the grievances discussed above, alternative dispute resolution (ADR) may be invoked with mutual concurrence of the Parties. The Parties may use the Bureau's in-house ADR services or may procure services from outside the Bureau, however, if the latter option is exercised, the Bureau will not pay for such services.

.02 The Parties to a grievance will signal their mutual agreement to use ADR through the use of a concurrence memorandum. When there is mutual concurrence to use ADR, a grievance may be held in abeyance for up to thirty (30) calendar days (unless extended by mutual consent). The concurrence memorandum will track time frames; with or without ADR, time frames must be strictly adhered to pursuant to Section 1.06, above.

SECTION 5. Arbitration

.01 If a grieving party is not satisfied with the outcome of a grievance, it may refer the grievance to arbitration. A request for arbitration must be in writing and must be filed within thirty (30) calendar days from the date of the Step 3 grievance decision. A request for arbitration concerning an employee or Guild grievance must come from the President of the Guild (or designee) and should be sent to the Manager, Employee & Labor-Management Relations Division; a request from management concerning an employer grievance must come from the Manager, ELMRD (or designee), and should be sent to the President of the Guild.

.02 Within fifteen (15) calendar days of invoking arbitration, the Parties will meet to select an arbitrator that will hear and decide the case. If the parties cannot agree on an arbitrator, they will jointly request from the Federal Mediation and Conciliation Service (FMCS), a list of seven arbitrators; the Parties will jointly pay for that service. Once the list is received, and if the Parties cannot mutually agree upon one of the listed arbitrators, the Parties will agree to a manner of striking names until one arbitrator remains. That person will hear and decide the case.

.03 Prior to holding the arbitration hearing, the Parties will meet and agree in writing on the issue(s) that will be decided by the arbitrator, including any "threshold" issues. The written issue(s) will be presented to the arbitrator in advance of the hearing. If the Parties cannot agree on the issue(s), they will inform the arbitrator, who will frame the issue(s).

.04 The arbitration hearing shall be conducted at the Bureau of Engraving and Printing during normal day shift hours. Bargaining unit employees who are required by either party or the arbitrator to participate in the proceeding shall be excused from duty without loss of pay, or charge to leave.

.05 At least five workdays before the opening of the arbitration hearing, the parties shall exchange lists of witnesses whom they expect to have testify. The parties shall provide the selected arbitrator with a copy of the list at the same time they exchange lists. The lists shall contain a summary statement concerning the proposed testimony of each proposed witness. Failure by the union to provide this advance notice may be cause not to release the requested employees. However, the Arbitrator, in his/her sole discretion, may allow the testimony of witnesses of either party whose names were, for good cause, were not timely exchanged.

.06 The arbitrator is vested with the authority to conduct a hearing, to examine witnesses and administer oaths, and issue a decision. The arbitrator shall have no authority to add to, subtract from, amend or modify any provision of this Agreement, or impose on BEP or the Guild any limitation or obligation not specifically provided for under the terms of this Agreement, and by all applicable laws, rules and regulations. The arbitrator's authority is also circumscribed as provided elsewhere in this Agreement, and by all applicable laws, rules and regulations.

.07 The arbitrator will be requested to render his decision to the Employer and the Guild in writing no later than thirty (30) calendar days after the conclusion of the hearing. The arbitrator's decision shall be binding on the Parties, except that either Party may file exceptions to the decision with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

.08 The arbitrator's fees and expenses shall be shared equally by the Parties. If a verbatim transcript of the hearing is made, and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain from the reporter. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator. If prior to the arbitration hearing or decision, the Parties resolve the grievance, any cancellation fee will be shared equally by the Employer and the Union, unless mutually agreed otherwise. If a Party requests arbitration and later withdraws the request for any reason other than resolution, or requests a delay in a scheduled arbitration, that Party will pay the full cost of any cancellation fee and other charges imposed by the arbitrator, unless mutually agreed otherwise.

.09. Any exceptions to an award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA). The filing of an exception with the FLRA will serve to stay any implementation of the award until the Authority renders a final decision on the matter.

ARTICLE 26

MID-TERM AND SUCCESSOR AGREEMENT NEGOTIATIONS

SECTION 1. General Provisions

(a). This Article establishes ground rules for mid-contract/term bargaining between the Parties. The provisions of this section apply to all mid-contract/term negotiations including successor agreements to the master agreement between the Parties.

(b). The Guild's bargaining team may include up to three (3) bargaining unit members for contract negotiations (successor agreements) and two (2) members for mid-term negotiations (mid-term changes), unless otherwise mutually agreed to by the Parties. There is no limit on the number of professional staff members on the Guild team. Guild members who are Bureau employees will be on official time during negotiation sessions, and will not be charged personal leave for this time.

(c). Negotiation sessions will be conducted in Washington, D.C., between the hours of 8:00 a.m. and 4:00 p.m. The Bureau shall provide a negotiating room, with convenient confidential access to a telephone and a copier provided to the Guild.

(d). Unless otherwise agreed, no new proposals nor changes in the substance of the original proposals shall be submitted by either Party after the first day of negotiations.

(e). The Parties recognize that once negotiations begin, the effect of publicity concerning issues on the table may be detrimental to the negotiating process. Confidentiality, therefore, shall be observed by both Parties during the negotiations.

(f). All agreements are tentative until full agreement is reached.

(g). All agreements will set forth an "effective date" and a "termination date." The effective date will be no sooner than thirty-one (31) calendar days from execution, or upon agency head approval, and the termination date will be no later than the termination date of this agreement.

(h). Agreements negotiated pursuant to this Article will be subject to agency head approval pursuant to 5 USC 7114 (c). In the event of a disapproval, the Guild will have the option of negotiating the disapproved Article and related Articles, if any, that were traded for the disapproved provision(s) or Article(s), or accept management's last proposal prior to the disapproval. This option to renegotiate the disapproved provision(s) or Article must be exercised by the Guild by written notice to the Employer within seven (7) calendar days of notice of disapproval.

- (i). Proposals declared non-negotiable and subsequently found negotiable will be negotiated within seven (7) calendar days, if requested in writing by either Party.
- (j). Bureau rules, regulations, or other formal directives or policies or Memoranda of Understanding (MOUs) between the parties which are inconsistent with this Agreement are superseded, as of the effective date, and shall be amended to conform to this Agreement, or, in the meantime, deemed to conform.
- (k). The negotiated Agreement is subject to Guild ratification, prior to signatures by the Parties.

SECTION 2. Definitions

- (a). Successor Agreement – the process of negotiating a replacement Agreement for the master (or current) Agreement.
- (b). Mid-term Changes – the process of negotiating changes (i.e. processes, procedures, practices, regulations, rules, law, etc.) that arise during the life of a master Agreement. In addition to proposals regarding changes, either Party may submit proposals to amend no more than four (4) current Articles, and the Parties may submit proposals on subjects not covered by Articles in the current Agreement.

SECTION 3.

- (a). The Bureau will provide written notice to the Guild of changes in conditions of employment.
- (b). Within seven (7) calendar days of receipt of such notice the Guild may request to negotiate, or request a briefing. If a briefing is requested, the Guild shall have three (3) calendar days after the briefing to request negotiations. Proposals will be submitted by the requesting party, within three (3) calendar days and negotiations shall commence two (2) calendar days after receipt of the requesting party's proposals. Time limits may be extended by mutual agreement.
- (c). Each Party will designate a Chief Negotiator, who will be a Bureau employee and have authorization by the Bureau and the Guild, to represent and negotiate consistent with law and the terms of this Agreement.
- (d). Official time will be authorized for a maximum of three (3) bargaining unit employees for successor Agreements, and two (2) bargaining unit employees for mid-term bargaining.
- (e). Negotiations will be conducted in Washington, D.C. The Bureau shall provide a negotiating room, and convenient confidential access to a telephone.

SECTION 4. Bargaining Schedule

(a). Successor Agreement - Bargaining sessions will be conducted one day each week and up to three (3) weeks per month, up to a maximum of three (3) months. Time limits may be extended by mutual agreement. If an impasse remains following the last bargaining session, the Parties will submit all remaining disputes to the Federal Mediation and Conciliation Service (FMCS), and the Federal Services Impasse Panel (FSIP) for resolution.

(b). Mid-term Changes - Bargaining sessions will be conducted on Tuesday, Wednesday and/or Thursday of each week, up to a maximum of three (3) weeks. Time limits may be extended by mutual agreement. If an impasse remains following the last bargaining session, the Parties will submit all remaining disputes to the Federal Mediation and Conciliation Service (FMCS), and the Federal Services Impasse Panel (FSIP) for resolution.

(c). Negotiability Claim – On any claim of non-negotiability, the Employer will provide the Guild with a written declaration of non-negotiability and its basis for reaching such conclusion. The Guild will then be free to pursue its statutory remedies under the Federal Service Labor-Management Relations Statute and regulations of the Federal Labor Relations Authority. Should the FLRA or a court of competent jurisdiction find the subject proposal negotiable, the Parties will negotiate as provided by, and to the extent required by law.

SECTION 5. Travel and Per Diem Expenses

(a). Guild members who are Bureau employees will be on official time during negotiation sessions, and will not be charged personal leave for this time. The Bureau will not pay travel or per diem expenses for any bargaining unit employee during negotiations.

ARTICLE 27

TRADE JURISDICTION ON NEW EQUIPMENT

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

ARTICLE 28

PERFORMANCE APPRAISALS

SECTION 1.

This Article shall govern the administration of performance appraisals for all employees within the bargaining unit. Performance appraisals shall be used to compare employees' performance of assigned duties and responsibilities against established performance standards. Where inconsistent with applicable provisions of Chapter 430, Section 1, of the Bureau Personnel Manual, this Agreement shall take precedence.

SECTION 2.

The following definitions shall apply in the administration of this Agreement:

Appraisal means the process of evaluation of an employee's performance against the previously established and approved performance standards.

Appraisal Period means the period of time established for which an employee's performance will be evaluated and a rating of record prepared. Management has determined that the appraisal period will be October 1 to September 30.

Job Element means the work assignments of a position consisting of one or more duties and responsibilities, which is of such importance that unacceptable performance on the element would result in overall unacceptable performance in the position. Management has determined that all performance elements are critical elements.

Mid-year or Progress Review means discussions with the employee to review the employee's progress toward achieving the performance standards to date.

Performance means an employee's accomplishment of assigned work.

Performance Plan means an employee's written job elements and performance standards.

Performance standard means a particular level of performance established by Management that represents successful performance for a job element. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

Rating of Record means the summary rating required at the end of the appraisal period. Employees will be given a rating of record on an annual basis.

Reviewing Official means the individual who is responsible for reviewing and approving performance plans and ratings of record prepared by a rating official.

Summary Rating means the written record of the appraisal of each job element during an appraisal period and the assignment of an overall rating level. Management has determined that the current rating levels are "Exceeded Standards," "Achieved Standards" and "Unacceptable - Did Not Achieve Standards."

SECTION 3.

Under the current state of the law, the FLRA has determined that the substance of performance standards and critical elements are not negotiable. Consistent with applicable law and regulation, performance standards shall, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the positions in question. Timeliness standards should be applied in terms of working days on which an employee is present, and address the expeditious execution of work assignments. To the maximum extent feasible, performance standards shall be specific, measurable and observable. Elements and standards must be issued annually in accordance with the requirements of this Article and applicable law, rule and regulation and should apply equally to all employees in the bargaining unit governed by these elements and standards. Employees shall be rated on a comparison of performance with the standards established for the rating period.

SECTION 4.

When Management has prepared new or revised job elements and performance standards, the Guild and each affected employee shall be provided with a copy of the revisions immediately.

Within ten (10) calendar days following submission of the proposed elements and standards, Management shall meet with each affected employee to discuss the proposed changes in elements and standards.

The Guild representative of the employees involved shall be provided with an opportunity to attend the meetings provided for above that involve two (2) or more bargaining unit employees. When meetings are held with individual employees, a Guild representative may attend at the request of the bargaining unit employee.

At the meeting provided for above; employees and the Guild representative may raise questions, issues and make recommendations with respect to the job elements identified or not identified, the levels of quantity, quality, timeliness, expected results and observable work behaviors proposed for the performance standards and any other issues appropriate to the identification of job elements and the establishment of performance standards.

Following the meeting, Management shall give due consideration to the suggestions and recommendations of the employees involved, and shall issue appropriate job elements and performance standards in the form of a Performance Plan to each employee. A copy of the Performance Plan for each position in the bargaining unit shall be provided to the Guild.

SECTION 5.

The Performance Plan shall be provided to each employee. At the time the Plan is provided to the employee, Management and the employee shall discuss the Plan and its elements in an attempt to avoid any subsequent misunderstanding about performance levels that are expected during the coming appraisal period. Management has determined that an employee must be under a Performance Plan for at least ninety (90) days prior to being rated on that Plan.

SECTION 6.

The appraisal period for employees covered by the Article is one (1) year in length, beginning October 1 and ending September 30 with at least one progress review each year. Except in unusual circumstances, the progress review will be conducted near midyear.

SECTION 7.

During the Progress Review, the supervisor shall discuss and provide to the employee his/her specific written assessment of how the employee is accomplishing the Performance Plan, by comparison with the performance elements and standards. No summary rating shall be assigned on the Progress Review.

Both the supervisor and the employee shall sign the Progress Review. However, the employee's signature on the Progress Review indicates that it has been communicated to him/her only and does not indicate agreement with the review.

The Parties agree that continuous performance feedback is desirable for both employees and managers. Special attention should be paid to those cases where an employee's performance has seriously deteriorated from previous levels.

SECTION 8.

At the conclusion of the annual appraisal period, Management shall prepare a written Performance Appraisal. The Appraisal will include an assessment of whether the employee meets, exceeds or fails to meet the fully successful level for each of the standards set forth in the Performance Plan.

The written Performance Appraisal shall be provided to the employee at the Appraisal interview. The interview shall include a discussion of the employee's overall achievements with respect to each element and standard, as well as the determination of the employee's summary rating.

Both the rating official and the employee shall sign the Performance Appraisal. An employee's signature on the Appraisal means that he/she has received a copy of the Appraisal and does not denote acceptance of said Appraisal.

When evaluating employees under established performance standards, the Rating Official will take into account any lack of training, frequent authorized interruptions of normal work duties, availability of resources and time spent performing other assignments of work.

SECTION 9.

At any time during the appraisal cycle when the supervisor determines that the employee's performance is below the acceptable level on any element, Management shall review the employee's performance and counsel him/her on that area of deficiency. Guild representation may be requested for this meeting if desired by the employee.

In addition to the Progress Review and the annual Performance Appraisal, special performance reviews shall occur:

1. when an employee has been detailed or temporarily assigned to a different position for ninety (90) consecutive days or longer;
2. when a supervisor leaves his/her position more than ninety (90) days into the Performance Appraisal Period; and
3. when the employee is reassigned to a different position;

SECTION 10.

An employee whose performance on any element has been determined to be unacceptable shall be notified in writing and given an opportunity to improve prior to any notice of proposed adverse action based on unacceptable performance being issued.

The written notice shall set forth:

1. the possible consequences of unimproved performance;
2. The elements and performance standards for which performance is unacceptable, and the basis for this determination;
3. advice concerning what the employee must do to bring performance up to an acceptable level;
4. a statement that the employee has a reasonable period of time, but never less than sixty (60) calendar days, in which to bring performance up to an acceptable level;
5. what steps Management shall take to assist the employee in improving the unacceptable performance. This may include training, closer supervision, revision of assignments, and/or other appropriate measures.

SECTION 11.

An employee who disagrees with his or her performance appraisal should first discuss it with the rating supervisor. If an agreement is reached, the appropriate revision will be made to the appraisal. If the discussion with the rating supervisor does not resolve the employee's concerns, the employee may grieve the matter. A grievance may be filed under this Agreement concerning a completed performance appraisal only (a) if Management applied the established performance standards for that job element in violation of either an applicable law (for example, failure to timely provide a Performance Plan, or failure to timely provide a Progress review), or a procedural requirement of this Agreement; and (b) if the violation adversely affected the rating.

ARTICLE 29

UNACCEPTABLE PERFORMANCE PERSONNEL ACTIONS

SECTION 1.

Personnel actions based on an employee's unacceptable performance shall be taken in accordance with applicable provisions of the BEP Personnel Manual, which is currently set forth at BEP Personnel Manual, Chapter 430, Section 1, dated May 14, 1996, "Performance Management Program." [Personnel actions based on unacceptable conduct are addressed in Article 34].

SECTION 2.

Prior to implementing any changes in the Personnel Manual for bargaining unit employees, the Bureau will provide the Guild with notice and an opportunity to bargain over negotiable aspects of such changes in accordance with Article 26, Mid-term Negotiations.

ARTICLE 30

DURATION AND CHANGES

SECTION 1.

This Agreement shall remain in effect for a period of four (4) years from the effective date. It will remain in effect for yearly periods thereafter unless written notice is given by either party at least four (4) months prior to the expiration date, of its desire to terminate or modify this Agreement. Ground rules for all negotiations are established in Article 26, unless mutually agreed to otherwise.

SECTION 2.

By mutual consent of the parties, this Agreement may be opened for amendment at any time. Any request for such amendment shall be made in writing and must be accompanied by the proposed amendment. Not more than four (4) existing Articles may be proposed for amendment. No changes other than those proposed shall be considered.

SECTION 3.

This Agreement will become effective thirty-one (31) days from execution or agency head approval, whichever occurs first. The effective date of the Agreement shall be printed on its cover. Upon the effective date of this agreement, the terms and conditions of any prior memorandum of understanding or work practices not specifically made part of this Agreement shall terminate.

APPENDIX A
PAY AGREEMENT

Pay is currently set in accordance with an Agreement between the Parties (referred to as the “pay agreement”), dated June 10, 1998. The attached pay agreement is included in this Agreement as Appendix A, for informational purposes.