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ARTICLE I

PREAMBLE

The Congress finds that;

(1) Experience in both the private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions that affect them;

(a) safeguards the public interest.

(b) contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment;

(2) The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishments of the operation of government.

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

The Union and the Employer agree that mutual goals can best be achieved ~through understanding and cooperation in collective bargaining. The Employer agrees that the Union is entitled to the rights granted to a Union holding exclusive recognition as outlined in 5 U. S. C. Chapter 71.

It is also the intent and purpose of the Union and the Employer that this Agreement will accomplish the following objectives.

(a) Define the complete Agreement between the Parties and specific certain rights and responsibilities of the Parties hereto.

(b) To state policies, methods and procedures which govern working relationships and to identify subject matter of proper mutual concern to the Parties hereto.

(c) To facilitate the adjustment of grievances, complaints disputes and differences relating to matters deemed appropriate under 5 U. S. C.

(d) To promote and improve the morale of bargaining unit employees.

(e) To promote better working conditions including environmental, health and welfare of employees.

The phrase “the Employer agrees” or “Management has determined” or

“Management agrees” in this agreement denotes a unilateral determination by the BEP that is placed in the agreement for informational purposes. It is understood that such determinations may be unilaterally changed by the Employer at any time after notification to the union and any negotiations required by law.

ARTICLE 2 COVERAGE

Section A

1. IBEW Local 121 is recognized as the sole and exclusive representative for all bargaining unit employees. The recognized bargaining unit currently includes, and this Agreement applies to and covers all employees of the Bureau of Engraving and Printing, Washington, D.C. and Fort Worth, Texas, who are employed as stationary engineers.
2. As the sole and exclusive representative, IBEW Local 121 is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. IBEW Local 121 is responsible for representing the interests of all employees in the bargaining unit without discrimination.
3. Changes in the inclusions or exclusions of positions from the bargaining unit, including newly created positions, may be proposed by either party. If agreement cannot be reached, the matter may be referred to the Federal Labor Relations Authority as provided by Section 7105 of the Statute.
4. Management and IBEW Local 121 agree that the terms and conditions of this Agreement apply to all employees in the bargaining unit.

ARTICLE 3 RIGHTS OF EMPLOYEES

Section 1

Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978; the right to assist the Union extends to participation in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced within BEP to encourage or discourage membership in the Union.

Section 2

Employees shall not be subjected to prohibited personnel practices as defined in Title 5 U.S.C. 2302.

Section 3

Actions Based on Off-duty Misconduct

In taking actions based on off-duty misconduct, the Bureau shall only take such actions in accordance with applicable law and government-wide regulation.

Section 4

The Bureau shall only assist creditors or process server in accordance with court orders.

Section 5

Employee participation in charitable drives and U.S. Savings Bonds campaigns is voluntary. Employees shall not be required to attend "mandatory briefings" where such participation is discussed. No personal solicitations may be made, and no pressure shall be brought to bear to require such participation. The Union shall be notified at the local level prior to the posting of flyers, bulletins, posters, etc related to such charitable campaigns and savings bonds drives.

Section 6

The Employer's agrees that all applicable laws and regulations regarding nepotism uniformly administered throughout the bargaining unit. In those instances where a bargaining unit employee's family member holds or accepts a position in BEP, the Bureau shall make every effort to reassign the junior employee in order to comply with these applicable laws and regulations.

Section 7

The Employer shall not take or fail to take any personnel action with respect to any employee as a reprisal for the exercise of any appeal right granted by law, rule, regulation or the terms of this Agreement.

Section 8

Employees covered by this Agreement shall have the full protection of all rights to which they are entitled by the constitution of the United States.

Section 9

Radios, microwave ovens, magazines and news publications, provided by unit employees, shall be permitted in work areas if approved by the supervisor.

Section 10

In the performance of his/her duties, or when acting within the scope of his/her employment, the employee is entitled to all protection of the Federal Employees Liabilities Reform and Tort Compensation Act of 1988, (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death caused by the negligent or wrongful act or omission of the employee.

Section 11

Any meetings away from the facility, scheduled by the Employer, and attended by bargaining unit employees, shall entitle those employees to official time, travel and per diem allowances, if applicable.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1

In accordance with 5 U.S.C. Chapter 71, Subpart B BEP retains the right to:

1. Determine the mission, budget, organization, number of employees, and internal security practices of BEP.
2. In accordance with applicable laws:
 - a. to hire, assign, direct, layoff, and retain employees in BEP, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - c. with respect to filling positions, to make selections from among properly ranked and certified candidates for promotion or from any other appropriate source; and
 - d. to take whatever actions may be necessary to carry out the mission of the Bureau during emergencies.

Section 2

(a) Nothing in this Section shall preclude BEP and IBEW Local 121 from negotiating:

1. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. the procedures which management officials of BEP will observe in exercising any authority under this Section; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

**ARTICLE 5
UNION REPRESENTATIONAL RIGHTS**

Section 1- Weingarten Meetings

The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Bureau in connection with an investigation if;

- a. the employee reasonably believes that the examination may result in disciplinary action; and
- b. the employee requests representation.

When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee shall be informed of his right to union representation. In addition, if the examination is conducted by representatives of the Office of Security, the employee shall be informed of his right to representation in writing. If during the course of a meeting it becomes apparent for the first time that discipline could arise, the Employer shall stop the meeting and notify the employee of his/her right to Union representation. The employee and his/her Union representative shall be given a reasonable amount of time to confer confidentially prior to any meeting under this Section. This Section applies to meetings conducted by all representatives of BEP.

Section 2- Formal Discussions

(a) When formal discussions as defined in 5 U.S.C. § 71 14(a)(2)(a) are held between the Employer and one or more bargaining unit employees the Employer shall provide advance written notification to the Union which shall indicate the subject matter and intended agenda.

(b) A formal discussion under 5 U.S.C. § 71 14(a)(2)(a) is a discussion which is formal, between one of more representatives of the agency and one of more unit employees, concerning any grievance or any personal policy or practice or other general condition of employment. The Union is entitled to an opportunity to attend such meetings in order to safeguard its interests and the interest of unit employees, in the context of the Union's responsibilities under the Federal Service Labor Management Relations Statute. Any such discussion, meeting or investigation shall be postponed until the Union representative(s) or his/her designee(s) has been given the opportunity to attend or is already present.

(c) After written notification to the Union regarding such discussions, the employee(s) may reject representation by the Union. However, this rejection shall not abrogate the Unions right to be present during these discussions or meetings. Only the right of the employee to be represented by the Union regarding that particular issue will be waived by such a rejection.

(d) The Employer shall notify each bargaining unit employee of his/her rights under this

article upon entrance into the bargaining unit, and annually thereafter. All notification under this Section shall be accomplished in writing.

(e) All Formal Discussions and Investigations shall be taken in accordance with the provisions of this Article.

(f) Investigatory interviews normally occur in person. Accordingly, so long as the unit remains solely in its current physical location, employees shall not normally be required to participate in investigations via the telephone concerning matters related to personnel policies, practices or working conditions. However this does not preclude the Bureau from conducting an investigation by any means necessary as particular circumstances may require.

(g) Union representatives shall not be required to disclose communications with bargaining unit members which occurred during the performance of representational duties related to administrative proceedings or grievances. Union representatives being questioned regarding matters related to criminal misconduct of employees may not use this section to avoid cooperating in an investigation.

(h) Conflict of interest of Union Representatives

The employer will notify the Union in writing if as a result of a conflict of interest, it bars a union representative from engaging in representative activity (such as representing an employee in a Weingarten meeting.) If such action is taken, the Employer will provide the Union with a reasonable amount of time to replace the representative before proceeding. Recognizing that the parties disagree over whether management's decision to bar the union representative is arbitrable, the Arbitrability of Management's actions shall be determined by an arbitrator in accordance with the procedures in Article 12, Arbitration.

**ARTICLE 6
UNION REPRESENTATION AND OFFICERS**

Section 1. Recognition

(a) IBEW Local 121 is recognized as the sole and exclusive representative for all bargaining unit employees as defined in Article 2.

(b) As the sole and exclusive representative, IBEW Local 121 is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. IBEW Local 121 is responsible for representing the interests of all employees in the bargaining unit without discrimination.

(c) Management agrees that in regard to IBEW Local 121 bargaining unit, it will not enter into any other agreement, understanding, or contract with any other organization, association, or union that shall contravene or violate this Contract except as required by law, higher regulation, or Executive Order. Management agrees that in regard to IBEW Local 121 bargaining unit, it will not do anything by custom or practice that shall contravene or violate this Contract except as required by law, higher regulation, or Executive Order.

(d) IBEW Local 121 shall be given the opportunity to be present at formal discussions between Management and bargaining unit employees concerning grievances, personnel policies and practices, and other matters affecting general working conditions of the employees in the bargaining unit.

(e) The following procedures will be used in providing notice to IBEW Local 121 of a formal discussion and for IBEW Local 121 to provide representation during any formal discussion.

(f) IBEW Local 121 will specify designated representatives in the bargaining unit, who have been named by IBEW Local 121 to serve as union representative's who are to be notified of a formal discussion initiated by BEP.

(g) BEP's notification will state to the union representatives, the component, date, time, and location of the formal discussion and include a brief description of the subject to be discussed.

Section 2.

The Employer agrees to meet/deal at the BEP level with the elected Local Officers of the Union and/or their designees.

Section 3.

Any Union representative shall be granted official time to prepare and meet/deal with any Management official. Any meeting, formal or informal, with a Management representative shall entitle the Union representative to official time, Meetings shall be held at mutually agreeable times. All meetings with Management officials shall be on official time and are in addition to any other official time granted by this document or any other law, rule or regulation.

Section 4.

Subject to Bureau security policies, any Union representative, upon his/her request, shall be allowed access to all facilities leased, owned, or otherwise occupied by the Employer.

Section 5.

In accordance with the procedures in Article 7, the Union representative and/or his/her designee may be granted annual leave, leave without pay (LWOP) or compensatory time, at his/her option to attend Union activities when official time is not appropriate.

Section 6.

Union representatives shall be granted eight (8) hours of official time to receive orientation, presented by the Union, on the meaning and purposes of the Articles of this Agreement. Official time shall be granted to those individuals designated by the Union to brief bargaining unit employees on the purposes of this Agreement.

Section 7.

Each Union representative shall be granted forty (40) hours official time in order to attend the IBEW Representative Training for the mutual benefit of the Union and the Employer, subject to workload constraints. At least two weeks notice must be given by the Union for such requests.

Section 8.

Where official time is not appropriate, has not been approved, or may not be approved, Union representatives may request annual leave, leave without pay (LWOP) or compensatory time, in accordance with the procedures of Article

Section 9.

The Employer recognizes that the employees listed in this Section are imperative to completing the Agency's mission and shall ensure that the provisions of this Section are met.

Section 10.

The Employer recognizes the right of Union representatives to express the views of the Union, without fear of harassment, intimidation, impediment or reprisal.

Section 11. Concerted Activity

The Union agrees that during the life of this Agreement it will not encourage, initiate, participate, or condone any strike, work stoppage, or slowdown on the part of a bargaining unit employee or group of bargaining unit employees.

Section 12.

The parties agree and recognize that representational duties performed by the Union are in the interest of the government.

ARTICLE 7 OFFICIAL TIME

Section 1.

Management recognizes that official time spent by bargaining unit employees in the conduct of labor management business is spent as much in the interest of THE Bureau as that of the IBEW Local 121 and bargaining unit employees. The Bureau agrees to recognize the Union Officers as well as the chairman of Bureau of Engraving and Printing Shop Committee and Shop Steward duly authorized by the Union.

Section 2.

(a) The Union representatives shall represent the Union and the employees of their designated area of representation in meeting with officials of the Employer to discuss appropriate matters.

(b) Union representatives shall be granted official time in reasonable amounts to perform authorized union 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.

(c) Official time shall not be authorized for conducting internal Union business.

Section 3.

(a) The determination of what constitutes a "reasonable amount of time" under this Article will be matter requiring mutual agreement between the employee and his/her supervisor prior to the employee's release under Section 5 of this Article, taking into account the need to balance the effective conduct of BEP'S business with the rights of employees to be represented in matters relating to their employment.

(b) A factor to be considered by the parties in determining what constitutes a "reasonable amount of time" is the amount of time that is necessary to accomplish the specific task for which time is requested.

(c) If, there is a dispute between an IBEW Local 121 Official and his/her supervisor concerning what constitutes a "reasonable amount of time," the matter will be referred to BEP's Director of Employee and Labor-Management Relations and the IBEW Local 121 President for resolution.

Section 4. Use of Official Time; Check-Out, Check-in

(a) A bargaining unit employee(s) or the designated Union representative who desires to use official time under this Article may be authorized a "reasonable amount of time" as follows;

1. A designated Union representative or employee(s) who wishes to use official time under this Article will request permission of his/her immediate supervisor. Such request should be made as early as possible, i.e., generally as soon as the need for the official time is known.

2. A Union representative or employee(s) who wishes to use official time under this Article in an organizational unit not under the direction of his/her own supervisor will request permission of the supervisor of the organizational unit involved before engaging in such activity.

3. Permission as described in (1) and (2) above will be granted unless compelling reasons require the presence of the Union representative or employee(s) at Agency tasks which he/she is then performing. If such permission is denied, the manager or supervisor refusing such permission will give the reasons and when permission shall be given. Upon request, the supervisor will also provide the reasons for the refusal in writing to the representative or employee(s) who was so denied.

4. The Union representative or employee(s) will report his/her return to work to his/her immediate supervisor upon conclusion of use of official time under this Article.

Section 5. Rights of Employees

(a) It is recognized that the employees may need to meet with (in person or by telephone) authorized union 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:

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

(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 Union, national officers, and other duly designated representatives of the Union who are not duty-status employees of the Bureau will be admitted to the Bureau, upon request to the Employer by the Union, 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, unless other arrangements have been made between the Parties.

ARTICLE 8 DUES WITHHOLDING

Section 1.

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

1. Who are represented under this recognition?
2. Who are members in good standing of the Union?
3. Who voluntarily complete appropriate allotment (Form SF-I 187); and
4. Who receive compensation sufficient to cover the total amount of the allotment.

Section 2.

The Union agrees to assume the responsibilities for:

- (a) Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions 'under which, the allotment may be revoked;
- (b) Purchasing and distributing to its members SF-1187;
- (c) Notifying the Employee and Labor-Management Relations Division 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).
 4. The name of any employee who has been expelled or ceases to be a member in good standing of the Union within 10 days of the date of such final determination.

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

Section 3.

The Employer is responsible for:

- (a) Permitting and processing voluntary -allotments of dues in accordance with this Article;
- (b) Withholding dues on a bi-weekly basis;
- (c) Notifying the employee and the Union when an employee is not eligible for an allotment because he is not' included under the recognition on which the agreement is based;
- (d) Withholding new amounts of dues upon certification from the authorized Union official so long as the amount has not been changed during the past 12 months;
- (e) Transmitting remittance checks to- the allottee designated ~by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in. the payroll office;
- (f) Providing the following, information on the remittance listing:
 - 1. The name of each employee for whom a deduction is being made, or has authorized to be made, during the current pay period, plus the name of each employee for whom amounts are not being deducted in the current pay period.
 - 2. For each employee or group of employees, the following information will be given to the extent applicable:
 - (a) Identification of the employee by Local Union;
 - (b) Amount withheld;
 - (c) No deduction because employee has been separated, transferred, reassigned outside the recognition a covered by the agreement to with dues.
 - (d) The gross amount deducted.

Section 4.

The parties agree that:

- (a) The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once every 12 months; and
- (b) Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

Section 5.

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

- (a) Starting dues withholding:

Beginning of first pay period after date of receipt of properly executed and certified Standard Form 1187 in Payroll Office.

- (b) Change in amounts of dues:

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

- (c) Revocation by employee:

Employees may revoke dues withholding effective the beginning of the first pay period following the anniversary date of the first year's withholding. After the first year, employees may revoke beginning the first pay period following March 1, following receipt in Payroll Office of revocation notice.

Beginning of first pay period following March 1 following receipt in Payroll Office of revocation notice.

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

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

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

Beginning of first pay period following loss of recognition.

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 9 USE OF EMPLOYER FACILITIES

Section 1 - Bulletin Boards

(a) The Union will be provided with one exclusive bulletin board to be mounted at a mutually agreeable location (in the shop) for the posting and distribution of Union material. Material posted or distributed must be reasonable in size and must contain nothing that would seem to identify it as official Bureau material or to imply that it is sponsored or endorsed by the Bureau. Materials posted or distributed must not contain statements reflecting unfavorably upon, disparaging, or attacking the integrity or motives of, any individual, other organizations, Government agencies or activities of the federal government, and may not deal with religious issues.

Section 2 - Distribution

IBEW Local 121 may distribute material on BEP's premises in work areas to individual employees before and after scheduled working hours subject to internal security requirements, or in the non-work areas during scheduled work hours, provided that both the employee distributing and the employee receiving such material are on their own time.

Section 3.

IBEW Local 121 Officials and Stewards shall have access to BEP facsimile facilities for the conduct of labor-management relations business.

Section 4 - Copies of BEP Regulations

Management agrees, in accordance with 5 U.S.C. 7114(B)(4), to provide IBEW Local 121, or its designated representative, upon request and to the extent not prohibited by law, information which is normally maintained by BEP in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining; and which does not constitute guidance, advice, counsel, or training provided to management officials or supervisors relating to collective bargaining.

Section 5 - Bargaining Unit Employee Information for IBEW Local 121

(a) Management will furnish upon request or annually to IBEW Local 121 during the month of November, a copy of the computer printout of the names, position titles, grades, bargaining unit status, dues check-off status, and duty stations of all employees in the bargaining unit.

(b) Management will furnish upon request to IBEW Local 121 a copy of the computer printout of the names, position titles, grades, and duty stations of all employees in the bargaining unit appointed, transferred, promoted, and separated.

Section 6 - Office Equipment

(a) Union Office

Management agrees to continue to provide IBEW Local 121 with its current office equipment, including the use of a desk, three lockable file cabinets, telephone lines and fax machine line capabilities. In addition, if the Bureau eliminates or alters the existing IBEW 121 office space within the Electric Shop, the Bureau will provide the Union with comparable space elsewhere.

(c) Use of Photocopying Equipment

IBEW Local 121 Officials and Stewards shall have access to BEP photocopying equipment for the conduct of labor-management relations business.

Section 7 - Telephone Book Listings

(a) In subsequent printings of BEP telephone books a page will list the members of the IBEW Local 121 Executive Board, their addresses, and their telephone numbers. Additional information may be included by mutual agreement.

(b) In subsequent printings of BEP telephone books the names, addresses, and telephone numbers of the Officers of the Locals shall be included. Additional information may be included by mutual agreement.

(c) Five (5) copies of the BEP telephone book and one (1) copy of the Treasury telephone book will be given to the Union annually.

Section 8 - Identification of Equipment and New Technology

This Article identifies the use of facilities and equipment to which the parties have agreed. However, with the introduction of new technology into BEP's work environment, upon request of the Union such technologies shall be discussed with the Union and provided to the Union if reasonable.

Article 10

Labor Management Relations Committees

Section 1 - Purpose and Function

The Union and Management recognize that the participation of bargaining unit employees in the formulation and implementation of personnel policies and practices affects their well-being and efficient administration of the Government. The parties further recognize that the entrance into a formal collective bargaining agreement with each other is but one act leading toward a constructive labor-management relationship and that the success of a labor-management relationship is further assured if a forum is available and used to communicate with each other. They, therefore, agree to establish a BEP Labor-Management Relations Committee for the purpose of exchanging information and for discussing matters of mutual concern or interest to each of them in the broad area of personnel policy and practices and other matters affecting working conditions. It is also agreed that midterm negotiations, requested in accordance with Article 2, Section 4 or Section 5 of the Agreement, may be conducted during Labor-Management Relations Committee meetings. In the event that circumstances dictate that midterm negotiations are conducted other than at meetings of the Labor-Management Relations Committees, the parties shall do so in writing. As used in this Section, "midterm negotiations" include all aspects of negotiations from preliminary meetings on ground rules, if any, through mediation and impasse resolution processes when needed.

Section 2 - Labor-Management Relations Committee Meetings

(a) Frequency of LMR Committee Meetings

Labor-Management Relations Committee meetings shall be held quarterly and may be held more frequently by mutual consent.

(b) Meetings

1. IBEW Local 121 will designate a Union Collective Bargaining Committee (UCBC). IBEW Local 121 will designate from among the members of the UCBC a Chairman. BEP will recognize and communicate all notices and obligations to the Chairman of the UCBC. The maximum number of representatives designated may be 5. These persons shall be entitled to official time for midterm bargaining, if initiated.

2. In addition to the UCBC, additional persons may be designated by the Union and are entitled to official time and travel expenses to attend meetings. During the meetings, when an agenda item(s) pertains to a particular unit, shop or Section only, the Union may designate up to five representatives from among the total number present (as depicted to meet with the representatives from the BEP or Shop. The Union may interchange the representatives from one BEP or Shop to another as long as no more than five meet with any one Agency team.

(c) Official Time

1. For those agenda items which are BEP-wide in nature and are not limited to a unit or shop, other union representatives may be invited. The total number of persons may not exceed seven (7) when meeting with the representatives of BEP.

2. BEP-wide agendas as well as individual shop or department agendas shall be arranged for and scheduled in advance. The agendas and scheduled meetings should be for the purpose of discussing specific interests and concerns of the parties and for enhancing the labor-management relationship.

3. IBEW Local 121 may have in attendance at a meeting two local representatives and a national official of IBEW. This would be in addition to the number of persons already in attendance.

(d) Agenda for Labor-Management Relations Committee Meetings

1. The parties agree to furnish each other a written agenda, to be received by the other party no less than ten workdays prior to the scheduled date of the meeting.

2. Each party's respective agenda will be coordinated and shared between IBEW Local 121 President (for the Union) and the office of Employee and Labor-Management Relations

(e) Meeting Summaries

(1) With respect to BEP Labor-Management Relations Committee meetings, BEP will provide IBEW Local 121 Chairman of the UCBC a summary of the BEP LMRC meetings. Such summary will list the names of attendees and reference conclusions and/or actions to be taken concerning agenda items discussed.

(f) Official time for IBEW

(1) Local 121 representatives participating in Labor-Management Relations Committee meetings shall be provided for preparation and participation in the meetings.

Part II

Joint Labor Management Committee

Section 1.

The Parties recognize that many areas of mutual interest and concern are outside the scope of the collective bargaining relationship. The Parties also recognize that it is in the best interest of both Parties to meet and discuss such issues outside the collective bargaining context.

Section 2.

The Parties shall establish a Joint Labor Management Committee which shall meet at least annually to discuss concerns and items of interest in the area of compensation issues, working hours, employee participation operational procedures, equipment and such other areas as the Parties mutually agree are appropriate for discussion. The first meeting of this work group shall take place within ninety (90) days of the signing of this Agreement. All other meetings shall take place within thirty (30) days of either party's request for a meeting. The Committee shall consist of five (5) representatives of the Union and five (5) representatives of the Bureau. The committee may prepare reports and recommendations on matters of mutual concern which shall be forwarded to the Bureau Executives for consideration. If the recommendations are not adopted, the Bureau will submit in writing to the Committee within thirty days the rationale for not adopting the recommendations. Upon request, the Union or the Committee shall have a meeting with the Bureau Executives responsible for the decision to discuss and allow for reconsideration of the decision.

Section 3.

The Committee established in Section 2 of this Article shall be on official time. Travel and per diem issues will be discussed on a case by case basis. The exact time and location shall be agreed to by the Parties.

Section 4.

Nothing in this Article shall be construed as a waiver of any Union or management rights.

ARTICLE 11 GRIEVANCE PROCEDURES

Section 1. General Provisions

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 union 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.

A grievance filed by any employee will not cause any negative reflection in his/her standing with his/her supervisor nor impugn his/her loyalty or desirability to the Agency. The Employer will not impose any restraint, interfere, coerce, discriminate or conduct any reprisal against any employee or Union representative for:

a. Designating the Union for the purpose of presenting to the Employer or any Government Agency or Official any matter of dissatisfaction; or

b. Presenting any relevant information concerning any matter for which remedy or relief is available under this Agreement.

Section 2. 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 union concerning any matter relating to the employment of any employee, or, by the union or the Employer concerning;

(b) the effect of interpretation, or claim of breach of this agreement; or

(c) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. 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.

b. Notices of proposed actions;

c. Determinations concerning awards, recruitment or relocation bonuses, retention allowances.

d. Return of an employee serving a supervisory or managerial probation to a non-supervisory or non-managerial position.

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

f. Retirement, life insurance, or health insurance;

- g.** Any examination, certification or appointment under 5 U.S.C. 7121©(4);
- h.** Reduction-in-force;
- i.** A fitness for duty decision which does not result in an action against the employee;
- j.** The classification of any position that does not result in the reduction in grade or pay of an employee; and
- k.** Matters relating to overtime entitlement (exempt or non-exempt) under the Fair Labor Standards Act (FLSA), as amended. The compliance's and complaint's system of the Office of Personnel Management (OPM) shall be the procedure followed.

Section 4.

In matters relating to 5 U.S.C. 2302(b)(1) dealing with certain discriminatory practices, an aggrieved employee shall have the option of utilizing the statutory appeal procedure or this grievance procedure, but not both. If an EEO issue is raised first in a grievance, any later filings of an EEO complaint the issue will be dismissed.

Section 5.

Any unit employee may present a grievance on his or her own behalf through this procedure, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative unless designated by the Union. The right of individual representation does not include the right of taking the matter to arbitration unless the Union agrees to do so. This does not preclude the employee from having a union representative at any time during the proceedings. This only applies to the union grievances and in the EEO forum.

Section 6. Contents of Grievance

A grievance shall be presented to management using the Grievance Form found in Appendix A. It should 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. Once a grievance has been filed, no new unrelated issues may be added thereafter, and no related issues may be added after the third step.

Section 7.

Failure by a grievant or a party to a grievance to adjudicate a grievance within strict accordance of time frames described below 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 at Step 1 or Step 2, the grievance may be advanced to the next step. If the Bureau fails to comply with the time limits at Step 3, the grievance may be advanced to arbitration.

Section 8.

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

Employee Grievance Procedure

Informal Stage:

Step 1.

A bargaining unit employee may file a grievance concerning any grievable matter other than disciplinary/adverse actions using this procedure. Specifically, within fifteen 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 present grievance orally to his immediate supervisor. A meeting will be convened with the immediate supervisor within five calendar days from receipt of the grievance to discuss and clarify the issue(s). The supervisor or his/her designee shall render an oral or written decision within fifteen calendar days after the meeting. If the employee is not satisfied with the decision, he may pursue his grievance in writing to the second step.

Step 2.

A second step grievance must be filed within fifteen calendar days from receipt of the Step I written decision to be timely. It must be filed with the next higher management official above the immediate supervisor or his/her designee. At the election of the employee, a meeting will be convened with the Step 2 management official within ten 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 calendar days after the meeting, or fifteen calendar days after receiving the grievance if a meeting is not held. If the grievance is denied, the decision will set forth the reasons for the denial in writing.

Step 3.

A third step grievance must be filed within fifteen 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 two official or his/her designee. At the election of the employee, a meeting will be convened with the Step 3 management official within ten 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 calendar days after the meeting, or fifteen calendar days after receiving the grievance if a meeting is not held. If the grievance is denied, the decision will set forth the reasons for the denial in writing. The Step 3 written decision is final and not subject to further review unless the matter is submitted to arbitration as discussed below.

One Step Employee Grievance Procedure for Disciplinary/Adverse Actions

Section 1.

An employee who wishes to grieve a disciplinary/adverse action may do so using this procedure. Specifically, within fifteen calendar days from receiving a reprimand or the written decision to remove, or within fifteen calendar days of having served the suspension, the employee must file a written grievance to the Office Chief or his/her designee, or if the Office Chief is the Deciding Official, to the management official who is one administrative level above the deciding official or his /her designee. At the election of the employee, a meeting will be convened with the management official within ten calendar days from receipt of the grievance to discuss and clarify the issue(s). The management official shall render a written decision within fifteen calendar days after the meeting, or fifteen calendar days after receiving the grievance if a meeting is not held. The written decision is final and not subject to further review unless the matter is submitted to arbitration as discussed below.

Grievances filed by the by the Employer or by the Union

Section 1.

Either the union or the Employer may initiate a grievance against the other party by submitting a grievance within fifteen 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 union grievance, it will be filed with the Manager, Labor-Management Relations Division, or in the case of the Employer, with the president of the union. At the election of the aggrieved party, a meeting will be convened within ten calendar days after receiving the grievance with pertinent individuals to discuss the grievance. Thereafter, a written grievance decision will be rendered within fifteen calendar days. The written decision is final and not subject to further review unless the matter is submitted to arbitration as discussed below.

Alternative Dispute Resolution (ADR) Voluntary ADR Mediation (Alternative Dispute Resolution)

Section 1.

For any of the three types of grievances discussed above, alternative dispute resolution 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; if the latter option is exercised, the Bureau will not pay for such services, but will investigate the feasibility of utilizing mediators at no cost from other federal agencies.

Section 2.

The parties to a grievance will signal their mutual concurrence to use ADR through the use of a concurrence memorandum, an example of which is found in Appendix B. When there is mutual concurrence to use ADR, a grievance may be held in abeyance for up to thirty calendar days. The concurrence memorandum will track time frames; with or without ADR, time frames must be strictly adhered to pursuant to Section 6, General Provisions, above.

Process

Section 1.

- (a) Either party may request ADR mediation after the initial filing of a grievance. Participation in this procedure is purely voluntary in nature.
- (b) A FMCS mediator, shared neutral, or an in-house trained ADR mediator will be used unless mutually agreed to otherwise. This procedure shall be at no cost to the parties.
- (c) All appropriate matters subject to the grievance process may be suitable for inclusion in ADR mediation process.
- (d) Proceedings before the mediator will be informal; Rules of evidence shall not apply nor is the mediator's role to judge the merit(s) of the complaint. No record of the meeting(s) shall be made and no documents/records or testimony made during this process may be used in any other proceedings.
- (e) The parties may be represented by a representative of their choice; however, discussion shall be open to all participants.
- (f) The parties will present a brief written or oral statement to the ADR mediator stating the facts, the issue, remedy requested and providing arguments in support of their positions at the beginning of the ADR mediation conference.

- (g) The ADR mediator will have the authority to meet separately with either party:
- (h) Grievances not resolved through voluntary ADR mediation may proceed through the grievance process.
- (i) Any materials presented to the ADR mediator shall be returned to the party presenting the materials at the termination of the ADR mediation conference.
- (j) ADR mediation conferences will occur at a location which is agreeable to the parties and the mediator.
- (k) All participants shall be on official time during the proceeding.

Article 12 Arbitration

Section 1.

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 calendar days from the date of the last and final grievance decision. A request for arbitration concerning an employee or union grievance must come from the president of the union or his designee and should be sent to the Manager, Labor-Management Relations Division; a request from management concerning an employer grievance must come from the Manager, LMRD, or his designee.

Section 2.

Within fifteen 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, a list of seven arbitrators and 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.

Section 3.

Prior to holding the arbitration hearing, the parties will meet and agree in writing on the issues that will be decided by the arbitrator, including "threshold" issues. The written issues will be presented to the arbitrator in advance of the hearing. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 4.

The arbitration hearing shall be conducted at the Bureau of Engraving and Printing at the employee's post of duty 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. Upon timely request by the Union (or before the exchange of witness lists), the Bureau will adjust the shift of an employee in order to allow him to testify during duty hours. All participants shall be on official time during the proceeding.

Section 5.

(a) At least five workdays before the opening of the arbitration hearing, the parties shall exchange lists of witnesses whom they expect to have testified. 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.

(b) If the parties cannot agree, it shall be the sole discretion of the arbitrator to determine who may testify. Upon request of either party, the arbitrator may be asked to make a ruling prior to the hearing, via a pre-hearing telephone conference, on disputes involving witnesses.

Section 6.

The parties will arrange for a Prehearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, this can be done by reducing the issue(s) in writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, or waiving the use of a transcript.

The parties shall endeavor, wherever possible, to stipulate the facts involved in a case prior to the opening of the arbitration hearing.

Section 7.

Except where the parties agree otherwise, a transcript of the proceedings will be made with the costs split equally between the parties.

Section 8. Grievability/Arbitrability Decisions

Questions as to whether or not a grievance is on a matter subject to the grievance

procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator as a threshold issue for decision. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance

Section 9.

The arbitrator will be requested to render his decision to the Employer and the union in writing no later than thirty 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 under regulations prescribed by the Authority.

Section 10.

The Parties may, by mutual agreement, agree to stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief

Section 11.

In the handling of grievances under this procedure and where law and OPM regulations permit, the Union shall have access to such information as is relevant and necessary to the processing of the grievance in accordance with 5 U.S.C. 7114.

Section 12.

The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In matters covered under Title 5 U.S.C. 4303 and 7512 which have been raised under this procedure, an arbitrator shall be governed by Title 5 U.S.C. 7701 c(l).

Section 13. Date and site of Arbitration Hearing

- (a) Upon selection of the arbitrator, the respective representatives for the parties will jointly communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing
- (b) The parties will schedule the hearing at a mutually agreed date within 120 days of arbitrator selection or at a later date as mutually agreed.
- (c) Arbitration hearings will be held at a mutually agreed location.

Section 14. Expedited Arbitration Procedure

Notwithstanding any other provision of this Agreement, the following by mutual consent supplemental arbitration procedure is hereby provided for use in any grievance. However, the procedure may only be utilized in a particular case by mutual consent of the parties.

A panel of Arbitrators shall be designated by the Agency's Labor Relations Officer and the official Union Representative pursuant to Section 3 of this Article.

Section 15. Conduct of Hearing

The parties agree that the primary purpose of this supplemental arbitration procedure is to provide a swift and economical method for the resolution of identified disputes. The parties agree to take positive action to see that this purpose is fulfilled; and, in addition, the arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled. To this end, the following guidelines will apply:

- (a) A single case should normally not require more than one day to be heard. In disciplinary action cases involving multiple charges, either parties may request the arbitrator to extend the length of the hearing in order to properly address all charges. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony. The arbitrator may also waive the time limits for good and sufficient reasons.
- (b) The hearing shall be informal.
- (c) No post-hearing briefs shall be filed; and no transcript made.
- (d) Each party's case shall be presented by a previously designated representative who shall be a Union representative or representative of the Agency respectively.
- (e) The arbitrator shall have the obligation of assuring that the necessary facts and the representatives of the parties bring considerations before him/her in the most expeditious manner. In all respects, he/she shall assure that the hearing is a fair one.
- (f) If the arbitrator or the parties conclude at the hearing that the issues involved are of such complexity as to require further consideration by the parties, the case shall be referred to Section 3 of this article. It shall be processed as though appealed on that date.
- (g) The arbitrator may be asked to issue a bench decision at the hearing, but in any event the arbitrator shall render the decision

within 21 days after the conclusion of the hearing. The decision will be final and binding on both parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 13 HOURS OF WORK AND BASIC WORKWEEK

Section 1.

It is understood that inherent in the operations of the Power Plant is 24-hour, seven-day coverage. Therefore, the basic workweek shall be 40 hours and consist of five 8 & 1/2 hour days with a 1/2 hour unpaid lunch. (The five 8 & 1/2 hour workdays, as extended over two administrative workweeks, will be consecutive.) The two non-workdays will be consecutive, except that by mutual agreement between Management and employees, off days may be nonconsecutive to provide off days being changed to permit each employee different days off. When a change of shifts is made between two employees, circumstances may be such as to require Unit employees to work as many as ten consecutive days within the two administrative weeks. Under these circumstances, days off may be split. Where an employee is changed between shifts for training purposes a similar splitting of days may be necessary. An employee may bump to work weekends and will have consecutive weekdays off for a period of twelve (12) weeks. He then may bump or be bumped to weekends off. When an employee bumps to change days off; the employee who has been off weekends or weekdays the longest will satisfy the bump (depending upon the days in question), unless someone volunteers.

Section 2.

Assignments to tours of duty shall be scheduled in advance over periods of not less than one week.

Section 3.

No employee shall be signed off during any regular shift hours in his basic workweek in order to compensate or offset overtime hours worked outside of his regular work shift or basic workweek.

Section 4.

An employee is considered tardy unless he is at the designated work place (normally the Power Plant lunch room area) ready for work at the time scheduled to report for duty.

Section 5.

Reasonable time, not to exceed 10 minutes, will be allowed employees to clean up before lunch. Similarly, reasonable time, not to exceed 15 minutes, will be allowed employees to clean and stow tools, wash up, and change clothes at the end of each shift

Section 6.

In the event that normal operations of the Bureau are interrupted by events beyond the control of management of employees, such as extreme weather conditions, disasters such as fire, flood, or other natural phenomena, or for other circumstances such as breakdown of equipment or of essential services of facilities, lack of material, power failure, or similar reasons which necessitate the closing of the Bureau in whole or In part or prevent individual employees or groups of employees from working or reporting to work, stationary engineers have been declared essential, and therefore a minimum crew will be required to report for work as scheduled. A minimum crew of a predetermined number of employees will be posted on the bulletin board when the duty roster is posted. These employees will report for work, on their regular shifts, in times of emergency listed above. The remaining employees will be excused and granted the same class of leave as the regular employees of the Bureau that are granted. Administrative leave will be granted where applicable. The names of the minimum crew for each shift will be posted so that each employee knows when he is listed for emergency duty. If an employee assigned to the emergency crew fails to appear for his duty assignment, he will be charged annual leave, sick leave, or leave without pay. Under no circumstances will he be granted administrative leave.

Section 7.

It is agreed that no new stationary engineer in the Unit will be considered eligible for a regular night shift assignment prior to a period of orientation wherein the stationary engineer has demonstrated to the Employer that he is sufficiently familiar with the installation, maintenance, and service of Bureau equipment to such a degree as to be able to work alone if need be. All new employees after orientation period Will go to the top of the bumping list for shifts and days off, and therefore, will be first to be bumped.

Section 8.

Changes in shift assignment will be made consistent with the workload requirements of the shift involved. Personnel rotation will be accomplished on an equitable basis by using a bumping system in which an employee may bump to the shift of his choice and must remain there for one year. If an employee is bumped, then he must stay on that shift for twelve (12) weeks before he can bump to a shift of his choice.

ARTICLE 14 OVERTIME WORK

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 Employer. The Employer shall make every effort to give as much •advance notice as possible prior to scheduling an employee for overtime; however, notice to an employee within the last hour of his scheduled shift immediately preceding the overtime hours shall be construed to be advance notice.

Section 2.

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

Section 3.

Overtime assignments will be distributed by the Chief Engineer, Power Plant, or his/her designee among the employees on as equitable a basis as possible consistent with the operational needs of the Bureau, and in such a manner as to assure a balanced work force of qualified personnel. In order to assure equitable distribution of overtime, the Employer agrees to maintain and post a Rotation Roster of Overtime Assignments. As employees' names are reached for rotation, they will be scheduled for overtime assignment in accordance with the following provisions: (1) annual leave coverage, (2) holiday coverage, (3) overtime maintenance coverage, (4) overtime production coverage. When an employee is excused from overtime work for which he is scheduled on the roster he will be counted as having received the overtime due him on rotation and forfeit his position on the roster for the cycle of rotation.

Section 4.

A man officially designated as being on "limited duty" will not be charged during a period encompassing the first twenty (20) working days; thereafter, each time his name is reached on the roster he will be charged the appropriate overtime hours.

Section 5.

Individual- employee health conditions will be given appropriate consideration in the assignment of overtime. Excusals from overtime must be substantiated by competent medical opinion (doctor's certificate of employee's physician) and concurred in by the Bureau Medical Officer. An employee may request reconsideration of a medical determination by submitting a current medical opinion, concurred in by the Bureau Medical Officer, certifying to the employee's fitness for duty including overtime, assignment.

Section 6.

Any employee who is “called back” to perform unscheduled overtime work, either on a regular workday after he has completed his regular schedule of work and has left the Bureau, or on a day outside his basic workweek, shall be paid a minimum of two hours’ pay at the overtime rate even if his services cannot be utilized after he reports to work.

Section 7.

A new employee in the Power Plant will serve a minimum of three (3) months’ orientation in the various phases of Unit work before his name is placed on the overtime list. As such time, if he is certified by the Chief Engineer as being fully proficient in the various types of work being done on overtime, his name will go on the overtime list as of that date with one (1) more Hour charged to him than to the highest employee on the list.

Section 8.

The Employer agrees that employees will not be scheduled to work on a holiday prescribed by federal law or executive order solely to avoid overtime work that otherwise would be performed on a day outside the basic workweek. Those employees whose services are not required on such holiday may be excused from work without charge to leave, and will be entitled to holiday benefits in accordance with applicable regulations

Section 9.

An employee will not be prescheduled for overtime if he has eight (8) hours annual leave or compensatory leave scheduled the day before or the day- after his day off, unless the operational needs of the Bureau require such assignments.

Section 10.

An employee will not be prescheduled to work two (2) consecutive twelve (12) hour shifts without a minimum of 12 hours off between the shifts without two days notice except in emergency situations.

**ARTICLE 15
LEAVE & ATTENDANCE**

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 Standard 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 emergency request) for annual leave -- that is, annual leave that was not scheduled and approved in advance -- if the situation clearly 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 one hour before the start of the employee's shift. Approval of such requests shall be made by the supervisor or designee 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 report to work as soon as possible. If the employee fails to report for work, he may be charged with absence without leave until the issue is resolved.

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 reasons for canceling the leave. The Bureau will make every reasonable effort to avoid cancellations which may cause hardship upon the employee (i.e. loss of travel deposits, flight cancellation fees, etc.) If the employee believes the immediate supervisor or designee is unfairly denying leave, the employee may refer the matter to the Office Chief for a decision before the leave is cancelled.

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. Normally, leave will be granted up to four hour increments. If a full day is not needed then Annual leave may be taken in conjunction with sick leave;

(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.

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.

Normally, medical documentation will not be required for absences of three (3) workdays or less unless the supervisor suspects abuse. However, for an absence in excess of three workdays, or for a lesser period when determined by the Employer, the Employer may require a medical certificate or other administratively acceptable documentation. Pursuant to 5 CFR Part 630, "medical certificate" is defined as a written statement signed (or with a stamped signature) 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. The degree of medical documentation required may vary depending on the length of the absence.

However, letters which do not present a clear, legitimate need for sick leave, or that are not signed by an appropriate caregiver defined above, may not be considered acceptable documentation. In the case of unacceptable documentation, the employee will be given the opportunity to supply further documentation at no cost to the employee.

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 no later than one hour before the time scheduled to report for duty on the first day the first day of absence. If the

degree of the employee's illness or injury prohibits compliance with these requirements, the employee will shall provide such notification as soon and early as is possible.

Leave Abuse

The possibility of leave abuse is generally raised when an employee uses an unusual amount of sick/annual leave on personal certification or uses leave in an established pattern or under questionable circumstances. In making this determination, the supervisor must make common sense judgments based on his/her knowledge of the employee and his/her total leave record for the past 12 months. Abuse must be determined on a case-by-case basis. The employee shall have the right to document any special circumstance affecting the employee's use of leave and those circumstances shall be the basis of any supervisory judgment. Supervisory judgments shall be made after discussing the pattern or special circumstances with the employee.

Although not exhaustive, particular attention should be taken to sick leave taken under the following circumstances:

1. Before or after a weekend or holiday.
2. When the workload is unusually heavy, or a very difficult task has been assigned.
3. When a special public event is scheduled.
4. Immediately following denial of a day off.
5. As soon as it is earned.
6. Frequently for short periods.
7. Consistently on the same day of the week.
8. On the day following payday.
9. During bad weather.
10. When the employee's annual leave balance is exhausted or low.

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. In egregious situations management may issue letter of leave rest without first counseling the employee.

Section 2.

The leave restriction will continue for three months or 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 one year, 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.

Section 3.

Consideration in the granting of leave shall be given to those employees working excessive amounts of overtime. ("excessive amounts of overtime" for the purposes of this article shall be defined as an employee who is working twenty-four (24) hours of overtime or more in a pay period and doing so on a frequent basis").

Section 4.

The Employer may issue a leave restriction memorandum immediately, without first counseling the employee, in situations involving egregious abuse.

Leave for Special circumstances

(a) In accordance with applicable regulations, and subject to any documentation requirements, leave approving officials may approve an unlimited amount of annual leave, sick leave, or LWOP for employees to mourn or make funeral arrangements for the following family members:

1. Spouse.

2. Children, including adopted and step-children
3. Parents, including step parents
4. Siblings including stepbrother /sister
5. Any individual related by affinity (i.e., whose association with the employee is equivalent to one of the family relationships identified above).

(b) The supervisor, at his or her discretion, may require documentation (e.g. obituary, death certificate) prior to the final approval. This documentation, however, will normally be required only in unusual circumstances.

Family and Medical Leave

(a) Under the Employer's Family and Medical Leave Program (FMLP), a bargaining unit employee is entitled to a total of twelve (12) weeks leave without pay (LWOP) during any twelve (12) month period for one or more of the following reasons:

1. The birth of a son or daughter of the employee and the care of such son or daughter.

2. The placement of a son or daughter with the employee for adoption or foster care.

3. The care of a family member of the employee with a serious health condition. Family member is defined as:

- a. Spouse and parents of spouse,
- b. Children, including adopted children, and their spouses,
- c. Parents,
- d. Brothers and sisters and their spouses, and
- e. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family member.

4. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his/her or her position.

For either of the reasons listed in (1) and (2) above, the LWOP may be extended.

(a) The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with, or consequent to, inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.

2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider.

3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three (3) calendar days; e.g., medical treatment of substance abuse, including alcohol, or for prenatal care.

Substitution of Paid leave

1. The employee may elect to substitute annual leave, sick leave, compensatory time off, or credit hours for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations, including the Family-Friendly Leave Act. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

2. An employee may request to use leave on an intermittent basis or under a reduced leave schedule when medically necessary. The employee must consult with the supervisor and make a reasonable effort to schedule intermittent LWOP and/or paid leave so as not to disrupt the operations of the Activity.

Notice of Leave

1. Requests for use of family and medical unpaid leave under the Employer will be made in writing on Form SF-71. The employee must include the following statement in Item 6 ("Remarks") of the SF-71: "I request absence under Activity's FMLP for (birth/care of child; adoption/foster care; care of family member; or personal health reasons as appropriate.

2. When the need for unpaid family and medical leave is foreseeable, the employee shall provide thirty (30) days notice of intent to take leave. Otherwise, the employee shall provide such notice as is practicable. If the need is foreseeable and the employee fails to give thirty (30) days notice with no reasonable excuse for the delay of notification, the Employer may delay the taking of family and medical unpaid leave until at least thirty (30) days after the date the employee provides notice of his/her need for family and medical leave.

Medical Certification - (When requesting leave for serious health conditions)

1. Upon request of the Bureau, an employee shall provide written medical certification to the Employer in a timely manner.

2. The written medical certification shall include:

- (a) The date the serious health condition commenced.
- (b) The probable duration of the serious health condition.
- (c) The appropriate medical facts within the knowledge of the Health care provider regarding the serious health condition, including a statement as to the incapacitation, examination, or treatment that may be required by a health care provider.
- (d) A statement that the employee is unable to perform one or more of the essential functions of his/her position.

3. The Employer shall not require any personal or confidential information in the written medical certification other than that is required by law and regulation.

4. If the Employer doubts the validity of the original certification, the Employer may require, at the Activity's expense that the employee obtain the opinion of a second health care provider designated in accordance with 630.1207(d).

5. "Health Care Provider" is defined by regulation and includes but is not limited to the following individuals: Doctor of Medicine or Osteopathy; Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) who are authorized to practice by State law; Nurse practitioners and nurse mid-wives who are authorized to practice by State law; or Christian Science practitioners listed with the First Church of Christ, Scientist, in Boston, Massachusetts.

6. To remain entitled to family and medical leave, an employee or the employee's spouse, son, daughter, or parent, must comply with any requirement from the Employer that he or she submit to examination (not treatment) to obtain a second or third medical certification from a health care provider other than the individual's health care provider.

7. If, after the leave has commenced, the employee fails to provide the requested medical certification, the Employer may:

Charge the employee as AWOL. In making the decision whether or not to charge AWOL, the Employer will take into consideration whether:

- (a) the reason for not providing the medical certification was beyond the control of the employee; or
- (b) the employee made a good faith effort to provide the certification.

Prior to being placed on AWOL, an employee will be provided written advance notice of at least ten (10) working days and given the reasons why AWOL is being charged. During this period, the employee may comply with the Activity's request; and, if so, the AWOL charges will be rescinded:

- (c) in lieu of AWOL management will allow the employee to request that the provisional leave be charged as LWOP or charged to the employee's annual and/or sick leave account, as appropriate.

Family Friendly Leave

1. Employees may use up to one hundred-four (104) hours of sick leave in a year under the Federal Employee Family Friendly Leave Act:

(a) To care for or other wise attend to a family member having an illness, injury, or other condition which if an employee had such a condition would justify the use of sick leave by the employee; and

(b) For purposes relating to the death of a family member, including making arrangements for and attending the funeral of a family member.

2. Family member is defined as;

- a. spouse and parents of spouse;
- b. children, including adopted children, and their spouses;
- c. Parents;
- d. Brothers and sisters and their spouses; and
- e. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family member.

3. Up to an additional three hundred and seventy-six (376) hours may be used to care for a family member with a serious health conditions. Employees can use their sick leave for family members and funerals.

4. The amount of sick leave to which part-time employees are entitled is a pro-rated amount of full time employee's entitlement, in accordance with government-wide law and regulation.

5. Employees may use up to four hundred and eighty (480) hours of sick leave per leave year:

- a. Care for a family member with a serious health condition;
- b. Care for a family member who is medically incapacitated or receiving examination or treatment; or
- c. Make arrangements for or attend a family member's funeral. Of that 480 hours, up to 104 hours of sick leave may be used for reasons 2 and/or 3.

Miscellaneous

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.

Section 2. Blood Donation

The Employer agrees that donation blood is in the national interest and that BEP employees should participate in setting a national example. Employees may be granted up to but no more than four (4) hours off administrative leave in connection with each blood donation. Employees giving blood outside of Bureau premises may be allowed five hours.

Section 3. Military Leave

In accordance with the US Code 5 Title 6323, Bargaining Unit employees who serve in the military reserves shall be granted leave. Military leave accrues for an employee or individual at the rate of 15 days per fiscal year and to the extent that it is not used in a fiscal year, accumulates for use in the succeeding fiscal year until it totals 15 days at the beginning of a fiscal year.

Section 4. Religious Leave

Request for annual leave to observe the Sabbath, or any other religious or ethnic holiday, or the employee's birthday shall be given serious consideration and normally shall be granted unless disruptive to the work unit.

Section 5. Tardiness

Employees may be granted excused absence by the immediate supervisor or higher for brief tardiness of up to 59 minutes when the employee provides justification. Supervisor shall be informed of their right to use common sense in applying this section.

ARTICLE 16 PERFORMANCE BASED ACTIONS

Section 1. General

- (a) This Article pertains to reduction in grade and removal based on unacceptable performance.
- (b) BEP will administer actions based solely on unacceptable performance in accordance with the law, applicable Government-wide regulation and this Article.
- (c) This article will be utilized in accordance with other articles on performance.

Section 2. Initial Procedure

- (a) At any time during the performance appraisal cycle that an employee's performance becomes unacceptable in one or more critical elements, Management shall inform the employee as provided in Article 17 of this Agreement. Management should also inform the employee that unless his or her performance in the critical element(s) improves to and is at an acceptable level, as defined in 5 CFR 432, the employee may be reduced in grade or removed.
- (b) The employee will be afforded a reasonable opportunity to demonstrate acceptable performance in accordance with Article 35 of this Agreement.

Section 3. Notice of Proposed Action

- (a) An employee will be given written notice of a proposed removal based on unacceptable performance at least 30 calendar days in advance of the action. The employee has a right to representation and will be given the opportunity to respond orally and/or in writing to the proposed action prior to a decision.

Section 4. Notice of Decision

- (a) Management shall make its final decision within 30 days after expiration of advance notice period and shall issue written notice of the decision to the employee, except in the circumstances set forth in B below. An employee

against whom the action is taken will be informed of any applicable appeal rights.

- (b) The Bureau may extend the notice period for a reduction in grade or removal for a period not to exceed thirty days. Any additional extension of the advance notice period must be approved by the Office of Personnel Management.
- (c) If extraordinary circumstances result in a need to advance the advance notice period beyond the discretionary thirty-day period, a request will be forwarded by the Bureau to OPM. The employee and his representative shall be notified of the request.

ARTICLE 17 PERFORMANCE EVALUATION and MID-YEAR REVIEW

Section 1. Coverage

This Article governs the administration of the Performance Management System (PMS), for all employees within the bargaining unit. The PMS shall be used to appraise the employees' performance of assigned duties and responsibilities in accordance with applicable laws and regulations. The resulting performance appraisals shall be used by the Employer as a basis for training, rewarding, reassigning, promoting, reducing in grade, and removing employees when such action is warranted. The Government-wide regulations and BEP's implementing regulation are applicable to employees in the bargaining unit, except where non-mandatory provisions of the regulations are in conflict with this Article. In such cases, the parties agree that this Article is controlling.

Section 2.

The performance of bargaining unit employees shall be evaluated in accordance with applicable provisions of the BEP Personnel Manual, which is currently set forth at BEP Personnel Manual M 60-1, Chapter 430, Section 1, dated May 14, 1996. 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 41, Mid-term Negotiations.

In addition to the above, the following procedures shall apply:

Section 3.

Performance Appraisals are subject to the negotiated grievance procedure in accordance with and to the extent permitted by applicable law and regulation, including relevant decisions of the Federal Labor Relations Authority. An arbitrator's authority in a

performance rating grievance shall be in accordance with established case law.

Management agrees to formulate the job elements and performance standards fairly, reasonably, and objectively. Performance standards are grievable to the extent permitted by law and regulation. Performance standards are grievable only when put into effect. For a grievance of standards to be considered timely, it must be filed within 30 days of the date the standards were made final by the reviewing official and given to the employee. If performance standards are not grieved when put into effect, they may not be grieved when they are applied. However, the rating may be grieved at the time of the appraisal. An arbitrator's authority in a performance rating grievance shall be in accordance with established case law.

Under current case law, an arbitrator's authority is as follows:

- A.** In evaluating Performance Standards, an arbitrator's authority is limited to determining whether the Standards violate law or applicable government-wide regulation. If the arbitrator finds that the standards violate law or applicable government-wide regulation, the arbitrator's only remedy is to remand the standards to the Bureau for revision.

In evaluating an employee's performance appraisal, an arbitrator may;

- B.** (1) Determine whether management has applied the established standards in violation of law, regulation, or a provision of the parties' collective bargaining agreement on a section 7106(b) matter.
 - (2) The arbitrator may cancel a rating only if he finds, as a factual matter, that the violation adversely affected the rating.
 - (3) The Arbitrator could alter the employee's rating only if the arbitrator could reconstruct what management's appraisal of the Grievant would have been, absent the legal violation. If arbitrator is unable to reconstruct what the Grievant's rating would have been without the violation, the arbitrator must remand the case to management for it to reevaluate the Grievant's performance. An arbitrator does not properly reconstruct what management would have rated the Grievant's performance when the arbitrator independently rates a Grievant, or determines what a fair appraisal should

have been.

Section 4. Purpose and Objectives of Performance Management System

Management has determined that this Performance Management System is to accomplish the following:

- A.** Provide for the evaluation process of periodic appraisals of job performance which are objective, fair and reasonable and job related;
- B.** Provide for employee participation in establishing performance standards and elements;
- C.** Provide employees with regular, informal feedback in order to keep employees advised of what is expected of them and how well they are meeting those expectations;
- D.** Provide information on current performance and assist the employee in improving performance and furthering individual development; and
- E.** Provide employees recognition and appropriate reward for their accomplishments in executing official duties.

Section 5. Performance Plans

- A.** Performance standards shall, to the extent practicable, be consistent with duties and responsibilities contained in an employee's position description (PD). This requirement shall not be interpreted to interfere with management's right to assign work. Where a performance plan is inconsistent with a PD because the PD is inaccurate, out of date, the PD will be revised.
- B.** In accordance with applicable laws, the supervisor, in establishing the performance plan (critical elements, non-critical elements {if any} and performance standards) will discuss with the employee, face-to-face, what is expected of the employee, methods and resources to achieve the performance standards, and any concerns the employee may have.
- C.** When there are unresolved differences between the supervisor and the employee regarding critical and non-critical elements and/or performance standards, the employee may add written comments for consideration and final determination by the reviewing official.
- D.** In establishing standards, due consideration will be given to employee input standards for comparable positions, and other relevant materials.
- E.** Employees are entitled to an explanation of the rationale for their elements and standards.

F. Due consideration will be given the employee as to the resources available and the authority delegated necessary to meet the identified standards and elements.

Section 6. Performance Standards

(a) Under the current state of the law, the FLRA has determined that the substance of performance standards and critical elements are not negotiable. However, Management of the Bureau has determined that the following guidelines shall apply to performance standards.

(b) A performance standard means a statement of the expectations or requirements established by Management that represents successful job performance for a job element.

(c) Performance standards may include, but are not limited to, criteria such as quantity, quality and timeliness. A performance standard will, to the maximum extent feasible, permit the accurate evaluation of performance on the basis of objective criteria related to the job in question for each employee or position under the system.

(d) A written performance standard will indicate the performance level which will meet or satisfy the requirements at the "Achieved" level for an element.

(e) When performance standards are developed which have more than one criterion, employees will be advised as to the relative importance of the criteria contained within the standards.

(f) A performance standard may be in the form of meeting less than the criteria under a performance standard or meeting all the criteria under a performance standard.

(g) Upon request, supervisors will inform employees both orally and in writing on what is expected in order to exceed a standard.

Section 7. Critical Element

A critical element means a component of a position consisting of one or more duties and responsibilities which contribute toward accomplishing organizational goals and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

Section 8. Summary Performance Ratings

Management has determined that each appraisal must conclude with a summary rating of the employee's overall performance.

Exceeded Standards: One-half or more of elements are rated exceeded standards and no elements are rated unacceptable.

Achieved Standards: Less than one-half of job elements are rated exceeded standards and no elements are rated unacceptable.

Unacceptable-Did not Achieve Standards: One or more job elements have been rated as unacceptable.

Section 9. Annual Rating of Record

(a) Employees will be appraised at least once a year and given a rating of record. BEP will establish the rating period for their employees. At the time, employees receive their annual performance plan, they will be told the ending date of the appraisal period.

(b) An employee's performance plan and standards must be in effect for a period of ninety days before an employee's performance can be rated.

(c) It is understood that employees will only be evaluated on work which they have been assigned.

(d) The annual rating of record will be fully explained on the rating form.

(e) Performance ratings of record will be retained as required by Government-wide and BEP regulations.

(f) The names of all officials listed involved in the employee's rating shall be listed on the cover form.

(g) Performance during the previous rating period or extended rating period will not be taken into consideration in the subsequent rating period. For example, when a rating period is extended beyond the due date for the rating of record, the rating done at the end of this extension shall not be considered in developing the next rating of record. If an employee's rating period is extended, the employee will be advised.

NOTE: This provision will not be construed to limit the authority (under 5 CFR 432.106[a][3]) to base a proposal of a performance-based action on instances of unacceptable performance which occur within a one year period ending on the date of the notice of proposed action.

(h) When an employee changes positions, is issued a new performance plan, or is issued new standards during the rating period (after working a minimum of ninety days under the prior plan/standards) a departure rating will be prepared and forwarded to the gaining supervisor. This rating will be taken into consideration in preparing the employee's rating of record at the end of the annual appraisal period.

When an employee transfers to another federal organization, the Office of Human Resources will forward prior ratings of record. In addition, if the employee has after working a minimum of ninety days under the prior plan/standards, a departure rating will be prepared and forwarded to the gaining supervisor. Employees will be provided a copy of all departure ratings.

(i) Employees' performance ratings of record due before the issuance due date of specific RIF notices will be submitted to the servicing personnel office in sufficient time for retention standing to be determined. The due date would ordinarily be no later than 15 calendar days prior to the issuance date of specific notices.

Section 10. Initiation of an Appraisal Period

(a) Employees will be provided with proposed elements and standards within thirty days of:

1. The beginning of a new appraisal year;
2. When there is a change in the employee's position; or
3. When there is a change in the elements or standards related to the position.
4. When an employee changes supervisors.

(b) The supervisor designated by the Bureau will fully discuss the proposed new or revised elements, standards, and the fully successful level of performance with the employee. The supervisor designated by the Bureau will assure that the employee has a copy of the current position description, and the standards and elements.

(c) After receiving the proposed elements and standards from the supervisor or designee, the employee will have a period not to exceed seven working days within which to examine and consider this material and to meet with the supervisor to discuss these elements and standards. During this period, the employee, upon request, will be granted a reasonable amount of official time to consult with the Union Steward concerning the elements and performance standards.

(d) An appraisal period will begin when the supervisor gives the employee the approved written elements and related performance standards (with the signatures of both the rating official and the reviewing official) for his/her position.

Section 11. Mid Year review

(a) Management has determined that the employee's performance will be measured throughout the year against the written performance standards of his/her position. Supervisors or designee must document all progress reviews including agreements and/or disagreements; progress reviews may be conducted as often as necessary to provide guidance to improve employee performance, or at the employee's request. During any discussions regarding performance, the employee shall have the right to make comments and the employee upon request shall receive a copy of the employee's written appraisal.

(b) At least once during each annual appraisal period, the supervisor shall provide each employee with a mid-period Progress Review. The initial Progress Review should normally be completed within one (1) month after the end of the mid-period.

(c) The Progress Review shall cover the entire Performance Plan. During the Progress Review the supervisor or designee will discuss and provide to the employee his specific written assessment of how the employee is accomplishing the Performance Plan. Employees shall be informed of their level of performance by comparison with the performance elements and standards established in the Performance Plan. No summary rating will be assigned on the Progress Review.

Section 12. Annual Appraisal

(a) At the conclusion of the annual appraisal period, the supervisor or designee will prepare a written performance appraisal. The appraisal will consist of a brief narrative on each standard, including an assessment of whether the employee meets, exceeds or fails to meet the achieved standard for each of the standards set forth in the Performance Plan.

(b) Both the rating official or designee and the employee will sign the Performance Appraisal. No employee shall be required to sign a performance evaluation until he/she has reviewed the proposed appraisal and that the proposed appraisal has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with any/all of the information or that he/she waives any rights to appeal/grieve the rating or discussions regarding performance.

(c) After Higher Level Review the written performance appraisal will be provided to the employee within thirty (30) days of the completion of the appraisal period. Appeal/Grievance time limits shall not begin until the day the employee receives his/her copy of the final, signed document. The supervisor or designee will discuss the rating of record with the employee to avoid misunderstandings and possible inaccuracies. This will include a discussion of the employee's overall achievements with respect to each critical element and standard, as well as the determination of the employee's summary rating. The discussion will be face-to-face to the extent practicable but may be by telephone. A copy of the rating of record will be given to the employee.

(d) The employee may add such comments as he/she may desire in space provided on the appraisal form. An employee has up to five work-days in which to enter such comments.

Section 13. Reviewing Official

(a) If the rating of record is changed by the reviewing official or designee after the rating has been provided to and signed by the employee, those changes will be

discussed by the immediate supervisor or designee with the employee and a written explanation will be given to the employee.

(b) The determinations of the reviewing official(s) are final, subject to a technical review by the Personnel Office, unless changed as a result of a grievance or complaint. After the rating of record has been approved by the reviewing official(s) a copy will be provided to the employee.

Section 14. Improving Unsatisfactory Performance

(a) Any employee not meeting the performance standards of one or more critical elements will be promptly notified.

(b) Informal efforts by the supervisor will include guidance to the employee regarding specific actions which should be taken to improve performance.

Section 15.

Performance appraisals must take into account:

Authorized absences, (including Union representation), during the course of working hours. Employees shall not be rated on tasks which they have not been assigned.

Section 16. Information Sharing

(a) Management agrees to share Agency prototype elements and standards for similar or common positions within the bargaining unit with IBEW Local 121.

(b) IBEW Local 121 will be provided, annually, a breakdown of bargaining unit employees' summary ratings by Agency, without employee identification (sanitized).

Section 17. Use of Performance Rating in Merit Staffing Actions

Only the final version of a performance rating, as agreed to or adjudicated, shall be forwarded to the Personnel Office, except where there is an immediate need for a rating in connection with a merit staffing action. In such event, the original form may be sent forward only after the employee has been afforded an opportunity to attach a statement, which shall then accompany the unofficial rating when it is sent to the Panel.

Section 18.

The Employer acknowledges that bargaining unit employees who perform work as part of the Union are doing so for the benefit of the Parties as well as the public. Use of official time and excused absence for Union activities shall not adversely affect the employee's appraisal. In the event an employee feels that Management has lowered his/her appraisal based on his/her Union activities the employee may grieve the action in accordance this Agreement.

Section 19.

Appraisals made pursuant to this article shall not be required to conform to any pre-established distributions of expected levels of performance that interfere with appraisal of actual performance against standards.

Section 20.

Due consideration will be given the employee as to the resources available and the authority delegated necessary to meet the identified standards and elements.

ARTICLE 18 AWARDS

Section 1. Background and Purpose

The awards program reflects the Bureau's commitment to promote continuous quality and productivity throughout the Activity. The Awards Program is designed to recognize employees, as individuals or as members of a group on the basis of a suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy, or improvement of Government operations. It is also designed to encourage employees to take an active part to reinforce and foster pride in workmanship and the Bureau's standards in accomplishing its mission, goals, and objectives. It is the policy of the BEP to encourage all employees (including summer and part-time employees) to participate in improving the efficiency and economy of Government operations as well as communications and services to the public. Accordingly, the Bureau will urge supervisors to utilize the Awards Program as an effective means of motivating employees and providing positive feedback.

Section 2. Award Budget

The Bureau has the sole discretion to establish the overall awards budget. The awards budget may be modified during the year because of budgetary concerns.

Section 3. Issuance

The issuance of Awards for bargaining unit employees shall be evaluated in conducted in accordance with applicable provisions of the BEP Personnel Manual, which is currently set forth at BEP Personnel Manual Chapter 451. 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 47, Mid-term Negotiations.

Article 19 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 other problems which may be emotionally disturbing and/or impair job performance. Financial, legal and other personal problems will be addressed under the program as well. The BEP shall ensure this program to be professional in nature.

Section 2

The Employer recognizes that addiction to alcohol and other legal drugs are treatable illnesses from which job performance impairment may result. Qualified employees who have these illnesses shall receive the same consideration and/or opportunities for reasonable accommodation of their handicaps that is extended to qualified handicapped employees suffering from illnesses with other causes. Sick leave and/or LWOP for treatment, counseling and rehabilitation purposes shall be granted in accordance with law and regulation where appropriate.

Section 3

No employee shall have his or her job security or promotion opportunities jeopardized by his or her request for counseling or referral services, except as prescribed by law. The Employer will preserve the confidentiality of the medical records of employees suffering from drug-related illnesses which it possesses in strict accordance with law.

Section 4

The Bureau has determined that, when a supervisor, through regular job contact with an employee, observes that he or she is experiencing difficulties in conduct or in performing the duties of his or her position, the supervisor or designee will discuss the deficiencies with the employee. If there is no improvement the supervisor or designee

may refer the employee to the ECSP. The employee always has the option of seeking private counseling or professional opinions, however that employee will not be considered a participant of BEPs established Employee Counseling Services Program.

Section 5

If following the corrective discussion, the supervisor, the employee, or the representative feels that the employee should be referred for further counseling, it will be arranged as expeditiously as possible. At the counseling session with the employee, the counselor will:

- (a) Explain the function of the program and the benefits available in detail;
- (b) Emphasize that help for the existing problem is covered under the EAP and will be provided on a confidential basis;
- (c) When appropriate emphasize the penalty for unsatisfactory job performance and attendance;
- (d) Make appropriate arrangements/referral (setup an appointment) with a qualified alcohol or drug abuse counselor or other resource person, if appropriate.

Section 6

Nothing in this Article shall require the Employer to take any actions or accommodate any employee where such actions or accommodations would lead to' undue hardship on the Employer under 29 CFR 1613.704, or would be inconsistent with law.

Section 7

Upon request, the Bureau's EEO/ECSP staff will provide training sessions for Union representatives on its operations and functions. Upon request, employee volunteers may also be included in the training.

Section 8

At this time, the Bureau does not use outside contractor for the provision of EAP services. Should the Bureau propose in the future to begin using outside contractors, the Union shall be provided the opportunity to reopen this article bargain over all negotiable matters pertaining to the use of such outside contractors.

Section 9

Participation in this program shall be strictly voluntary. Employees shall have the option of utilizing outside programs or medical opinions, however that employee will not be considered a participant of BEP's established Employee Counseling Services Program.

**Article 20
EQUAL EMPLOYMENT OPPORTUNITY**

Section 1

The Employer agrees that Equal Employment Opportunity will be afforded all persons and to prohibit discrimination against any employee or applicant for employment because of parental status, sexual orientation, race, color, religion, sex,, national origin, age, or disabling condition.

**ARTICLE 21
DISCIPLINARY/ADVERSE ACTIONS**

Section 1

For the purpose of this article, a disciplinary action is defined as a reprimand or a suspension of fourteen (14) calendar days or less, as defined in 5 U.S.C. § 7501. An adverse action is defined as a removal, a suspension of more than fourteen calendar days, a reduction in grade or pay, or a furlough of thirty calendar days or less, as defined in 5 U.S.C. § 7511.

Section 2

Disciplinary actions may be taken for such cause as will promote the efficiency of the service/just cause. The parties recognize the principles of progressive discipline and agree to endeavor to follow those principles in both disciplinary and adverse actions.

Section 3

Letters of Reprimand will be placed on the left side of the employee's Official Personnel Folder (OPF) and will remain there for one year from the date of the reprimand. Suspensions will be documented with a Standard Form 50 and placed permanently in the employee's OPF.

Section 4

Bureau management retains the right to determine whom the proposing and deciding official shall be for all disciplinary actions, but agrees that the proposing and deciding official shall not be the same person.

Section 5

All investigations will be conducted in accordance with all laws, rules and regulations, as well as with the requirements of the Privacy Act, 5 U.S.C. § 552(a). Employees have the right to be represented by the Union at any examination which is conducted by a

representative of the Employer in connection with an investigation of a bargaining unit member for possible disciplinary action, if the employee reasonably believes that the examination may lead to disciplinary action against the employee, and the employee requests representation. Prior to beginning the interview with employees who are the subject of the investigation, they will be advised of the general nature of the interview and their right to union representation. Employees who are not the subject of the investigation will be so informed.

Section 6

When an employee is interviewed by an investigative official of the BEP, the employee will be informed whether the investigation is administrative or criminal in nature, whether he/she is the focus of the investigation, and the nature of matter to be discussed.

Section 7

When the Employer proposes to suspend an employee for fourteen days or less the following procedures will apply:

- (a) The written proposal will contain all reasons for the proposed discipline.
- (b) The material on which the notice of proposal of disciplinary action is based; including statements of witnesses and documents, will be copied and provided to the employee and his/her union representative upon request. Such information will be supplied in a manner consistent with the Privacy Act, 5 U.S.C. 552(a).
- (c) The employee will be given seven calendar days from the date he/she received the notice of proposed discipline in which to deliver an oral and/or written response. The written proposal will advise the employee that he/she has the right to representation when making a reply. Such representation could be a union representative, an attorney, or other representative of his or her choosing as long as a conflict of interest does not arise.
- (d) The employee and his/her representative will be given a reasonable amount of official time to prepare the oral and/or written replies described above.

Section 8

When the Employer proposes to suspend the employee for fourteen calendar days or more the following procedures will apply:

- (a) The Bureau will provide the employee with thirty (30) calendar days advance notice of the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

- (b) The written proposal will contain all reasons for the proposed discipline.
- (c) The material on which the notice of proposal of disciplinary action is based, including statements of witnesses and documents, will be copied and provided to the employee upon request. Such information will be supplied in a manner consistent with the Privacy Act, 5 U.S.C. 552(a).
- (d) The employee will be given seven calendar days from the date he/she received the notice of proposed discipline in which to deliver an oral and/or written response. The written proposal will advise the employee that he/she has the right to representation when making a reply. Such representation could be a union representative, an attorney, or other representative of his or her choosing as long as a conflict of interest does not arise.
- (e) The employee and his/her representative will be given a reasonable amount of official time to prepare the oral and/or written replies described above.

Section 9

The parties recognize the principles of progressive discipline and agree to endeavor to follow those principles in both disciplinary and adverse actions.

Section 10

The Union has a right to be present with the employee written permission at all adjudications or settlement discussions of proposed discipline with the Bureau, even if the employee does not choose union representation.

The Union may attend adjudications or settlement discussions or proposed discipline with the employee's written authorizations.

Section 11

Letters of confirmation of discussion shall not be considered disciplinary in nature.

Section 12

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 union may offer the Employer ideas and input whenever the use of ADR results in a written settlement agreement, however, it is management's sole prerogative to decide whether to offer an ADR agreement. Consequently, bargaining or negotiation shall not interfere with or supplant either management's decision to use or not use ADR, or the final content of the written agreement.

Section 13

An employee against whom an adverse action is proposed, which falls under the jurisdiction of the Merit Systems Protection Board such as removal, suspension of more than 14 (days), reduction-in-grade or pay, or furloughs of thirty (30) days or less, may appeal that action to the Merit Systems Protection Board or grieve under Article 9 of this Agreement, but not both.

Section 14

In accordance with 5 U.S.C. §7701 (c) the Bureau's decision may not be sustained if there is harmful error by the Bureau in the application of the Bureau's procedures in leading to the decision.

Section 15

Except for cases arising under the "crime provision," 5 U.S.C § 7513, if an employee is subject to criminal prosecution which may lead to imprisonment, the Bureau will consider, in accordance with applicable regulations, MSPB caselaw, and the United States Constitution, place the employee on an indefinite suspension (in lieu of removal) until either the criminal proceedings are resolved or a decision has been made by appropriate authorities not to proceed with criminal prosecution.

ARTICLE 22 HEALTH AND SAFETY

Section 1

BEP will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees, using OSHA regulations as a guide, and the Union will encourage all Unit employees to work in a safe manner. Management agrees to have Union safety and health representative for each duty station, who will promptly report any unhealthful, hazardous, or unsafe conditions to the Safety and Health Manager. BEP Occupational Safety and Health Program will comply with the requirements of Executive Order 1296 and DLMS 4, Chapter 800, and 29 CFR § 1910. The Bureau is committed to operate its Health Program in accordance with 29 CFR 1960

Section 2

It is recognized that each employee has an obligation to know and observe safety rules and practices, as a measure of protection for himself/herself and others. The Employer will welcome, at any time from any Individual employee, and will seek from the Union suggestions which offer ways of improving safety conditions. In addition, Employees or Union representatives have the right to advise management concerning health and safety problems.

Section 3

BEP will provide OSHA rated and approved personal protective equipment and clothing to protect employees from safety and health hazards. Management will consider Union input on equipment selection and purchase. These discussions can occur at Safety and Health Committee meetings, LMR meetings, JLMPC meetings, and at the local office level. The parties agree that decisions on weather related equipment be made by Management based on local conditions. Protective equipment and safety devices which the Employer requires the employees-to use or wear will be provided to the employees at no cost; the Union shall actively support the Employer's enforcement of this requirement. Management will consider Union input on equipment selection and purchase. The parties agree that decisions on weather related equipment be made by Management based on local conditions.

Section 4. Occupational Safety and Health Program

BEP agrees that its Occupational Safety and Health Program will make a determination and provide prompt abatement of unsafe or unhealthful working conditions. Procedures for abatement of unsafe or unhealthful working conditions as required by 29 CFR 1 960 are described in DLMS 4, Chapter 800. Employees will not work in areas where the Bureau Safety Manager or his/her designee has found that the published safety standards are exceeded, even with the use of 081-IA rated and approved personal protective equipment. Where the Bureau determines that unsafe conditions are immediately dangerous to life and limb and the repairs necessary to correct the unsafe conditions are of such an extensive nature that immediate repairs cannot be made to render the area safe, the employee shall not be exposed to the hazard and will be reassigned where necessary. Bureau management has determined that management officials who make such determinations will be fully trained and qualified to make such determinations.

Section 5. Safety Manager

Whenever and as soon as the Bureau Safety Manager or his designee concludes on the basis of an Inspection or report that conditions exist in a work area which could reasonably be expected to, cause death or immediate serious physical harm, or before the imminence of such danger can be eliminated, all employees not necessary

for the abatement of the dangerous condition shall, be withdrawn from that Work area.

Section 6. Committees

If Safety and Health Committees as defined by Executive Order, 29 CFR 1960, and DLMS 4, Chapter 800, are established by the Bureau, they are established to monitor and assist BEP Safety and Health Programs and carry out the specific functions defined in 29 CFR 1960. (If such committees are established, the Union shall participate in these committees in accordance with applicable law and regulation.

Section 7. Employee Rights/Responsibilities

- (a) The detection of unsafe and unhealthful working conditions at the earliest possible time and the prompt correction of related hazards at the lowest possible working level are essential elements of BEP's Safety and Health Program. Any employee in the bargaining unit who is assigned duties which he/she believes will endanger his/her health or well-being shall notify the supervisor of the situation and file a report of unsafe or unhealthful working conditions. If the supervisor or designee cannot solve the problem and agrees with the employee, the supervisor or designee shall delay the assignment and refer the matter through the proper channels for appropriate action. Specific procedures are described in DLMS 4, Chapter 800.
- (b) BEP shall assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthful working conditions or other participation in Agency Occupational Safety and Health Program activities. An employee who believes she or he has been subject to acts of reprisal for participation in BEP's Safety and Health Program activities has the right to seek redress through established grievance procedures.
- (c) Union representatives are entitled to official time to participate in BEP's Safety and Health Program.
- (d) Union representatives have the right to be involved in inspection activity. Employees and Union representative should be interviewed during BEP Safety and Health Program evaluations.
- (e) Employees are expected to follow safety and health directives and practices, including the wearing and use of protective equipment.
- (f) Bureau employees operating or riding in Government owned rented, or privately owned vehicles on official business are to use safety belts (both seat and shoulder) if available.
- (g) Employees are expected to perform the regular or other duties as assigned of

their positions, which include certain risk inherent in the electrical trade. An employee has the right to decline his/her tasks because of the reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with the reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 8. Safety and Health Inspections

The Bureau Safety and Health Program include the following types of workplace inspection activities:

- A.** Day-To-Day Inspections;
- B.** Annual Inspections;
- C.** Unannounced Inspections; and
- D.** Pre-Occupancy Inspections.

These inspections are described in DLMS 4, Chapter 800.

The exclusive representative of IBEW Local 121 employees shall be given an opportunity to participate in these inspections in accordance with the provisions of 5 C.F.R. and 29 C.F.R. 1960. During the course of an inspection any employee shall be afforded the opportunity to bring to the attention of the inspector any unsafe or unhealthful working condition which the employee has reason to believe exists in the work-place.

Section 9. Exposure to Hazardous Materials

(a) It is the policy of the Department of Treasury to protect employees from exposure to hazardous materials by the abatement of hazardous conditions and through the use of engineering controls, surveys, hazard assessments, training, and safety policies, inspections, , and other means. Personal protective equipment (PPE) will also be given to employees for protection where engineering controls are not feasible.

(b) Employees who are accidentally exposed to carcinogenic or similar hazardous

material will be allowed excused absence in order to receive a physical examination or other medical assistance.

(c) BEP will provide a means by which employees may document any exposure to chemical hazards contacted on-the-job by utilizing Office of Workers' Compensation Forms.

Section 10. On the Job Injuries and diseases

(a) The Bureau will follow all DOL rules, regulations policies and procedures and guidelines as applicable.

(b) The Bureau will issue all applicable leave usage rules in writing that apply when an employee has an injury or a disease that is job related.

(c) The Bureau will provide emergency transportation for an injured employee to the nearest medical facility. Consistent with manpower needs, the Bureau may allow a volunteer to take the employee to a more desired medical facility or personnel residence. By so doing the Bureau does not agree to incur any liability.

ARTICLE 23 PERSONNEL RECORDS

Section 1

(a) Employees' official personnel folders shall be maintained in accordance with applicable OPM regulations. Accordingly, an employee's official personnel folder shall contain only such documents and records as provided for by law or regulation. Access to an employee's official personnel folder shall be granted to other persons only as authorized by law or OPM regulation. An employee and/or his/her representative, designated in writing on each occasion, may, upon request, have access to review or photocopy such documents therein as may be required. An employee or a Representative shall give the Employer advance notice of the request for review in order to permit the Employer the opportunity to provide adequate supervision over the review.

(b) In accordance with applicable laws and regulations, employees may formally request that a record contained in his/her OPF/EPF be corrected or amended if he/she believes the information to be incorrect. If the employee attempts unsuccessfully to correct or amend a record contained in his/her OPF/EPF, the employee is entitled to place a statement of disagreement in his/her folder.

(c) Employee shall be provided copies within forty-five (45) days of all Agency initiated material that is placed in his/her OPF.

(d) Each employee or his/her designated Union representative shall, upon written request, be allowed to obtain a copy (or at Bureau discretion, make a copy) any/all of the employee's OPF/EPF.

(e) In accordance with applicable laws and regulations, employees have a right to review their Official Personnel Record and their Employee Medical Folder. Employees may also have a right to review other records maintained by the Bureau regarding the employee where that information is maintained in a system of records under the Privacy Act of 1974. Where an employee is entitled by law or regulation to review such records, the records will, upon request, be provided to the employee or to his/her designated (in writing) union representative in a timely fashion. In addition, where (1) such information is needed for the processing of a grievance or to respond to a disciplinary/adverse action, and (2) there is an unreasonable delay by the Bureau in providing the information, the Bureau will provide the employee an extension of time until the information is provided.

Section 2

All Employee records shall be maintained in accordance with applicable laws and regulations, including The Privacy Act of 1974, 5 U.S.C. § 552a. et. Seq.

Section 3

Records relating to employee performance shall be maintained in accordance with applicable laws and regulations. Upon request, an employee or his designated representative may review Bureau records or which are to be used for the purposes of evaluating the employee.

In accordance with applicable regulations Employees will be allowed to have placed in their OPF/EPF letters of commendation or other similar official documents directly relating to their performance.

Section 4 Shop Records

The parties recognize that records of employee performance and Conduct are maintained in folders contained within the Electric Shop (Shop Folders), which may be a system of records under the Privacy Act of 1974, 5 U.S.C. § 552a. et. seq. Individual supervisors may maintain personal notes and records (supervisory notes), which are not such a system of records. When such personal notes or records are to be used for any purpose the employee shall receive a copy when the action is taken. This may be done no more than twice a year or when action is taken against an employee.

The following procedures apply to Shop Folders/supervisory notes:

- (a) All Shop Folders shall be maintained under lock and key; access shall be limited to supervisors/managers who have a need for access in the performance of their duties.
- (b) Shop Files/supervisory notes may be shared with other higher or equal level supervisors in connection with discussions relating to performance appraisals and/or potential disciplinary action. If such records are to be shared with other supervisory personnel under other circumstances, employees will be notified as to name, position, and reason for access to the employee's file.

Article 24 UNION PUBLICATIONS AND INFORMATION AND USE OF EMPLOYERS FACILITIES

Section 1

The Employer shall provide lockers for each individual employee, which is capable of being locked. The Employer agrees to provide each individual employee with a locker which is of a mutually agreeable size. Employees shall not be forced to share lockers. The Employer agrees that, except where there is probable cause to suspect criminal activity, Management shall give the Union notice and an opportunity to be present before searching the employee's locker. The Employer shall also explain the justification for searching the lockers prior to the search.

Section 2

The Employer shall approve the Union's use of BEP space at no cost to the Union for periodic meetings with employees in the unit. Union members on non-duty or non-work status shall be allowed to attend these Union meetings. Bargaining unit employees on-duty during the course of a Union meeting may be allowed to attend on official time or leave, depending on the subject of the meeting.

Section 3

When a Union representative is performing representational duties under this Agreement, Management shall provide meeting space which will protect the confidentiality of any discussion.

Section 4

Union representatives shall be permitted to mail Union material that are benefit of both parties through the BEP mail/FAX system.

Section 5

The Employer agrees to continue the current practice of telephone use for union representatives.

ARTICLE 25 ACCESS TO MANUALS AND POLICIES

Section 1

Upon request, the Local office of the Union or the Union President shall be provided a copy of specific portions of Code of Federal Regulations, governing titles, Administrative Manuals and Agency Directives, orders and notices, or SEP orders and notices which relate to personnel policies, practices and working conditions of employees in the bargaining unit.

Section 2

The BEP/LMRD shall provide copies of SEP orders, directives and/or manuals to the Union upon the execution of this contract. One (1) copy of all changes/or new policies, orders, etc. will be given the local Union representative and one (1) copy shall be given to the Union President.

ARTICLE 26 BUREAU REGULATIONS

Section 1

The BEP will supply 3 copies of all BEP rules and regulations to the Union within ten (10) days of the signing of this Agreement. Two (2) copies of all changes/or new rules or regulations will be given the local Union representative and one (1) copy shall be given to the Union President.

ARTICLE 27 GOVERNING LAWS AND REGULATIONS

Section 1. Precedence of Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and regulations of appropriate authorities including policies set forth in the Department of Treasury policies and regulations in existence at the time this Agreement was approved.

Section 2. Prescribing Regulations

In prescribing Bureau regulations relating to personnel policies and practices and matters affecting working conditions, Management shall have due regard for the obligation to meet and negotiate with IBEW Local 121. The obligation, however, to meet and negotiate does not include matters with respect to the mission of BEP; its budget; its organization; the number of employees; or its internal Security practices. This does not preclude Management or IBEW Local 121 from negotiating agreements providing procedures that management will use in exercising any rights or appropriate arrangements for employees adversely affected by the exercise of any authority under 5 U.S.C. § 7106.

Section 3. Agreement Governs

Where existing provisions of Bureau and/or Agency regulations are in conflict with this Agreement, the provisions of this Agreement shall govern.

Section 4. Mandated Changes of Agreement or Regulation

(a) The Bureau agrees that any regulation issued by the Bureau during the life of this Agreement will not alter the terms or conditions of this Agreement unless mandated by law, Executive Order, higher regulation, judicial decision by a court of appropriate jurisdiction, or other higher authority. However, in implementing changes mandated by law, Executive Order, etc., the Bureau will fulfill its statutory bargaining obligations.

(b) Amendment(s) to this Agreement or BEP and/or Agency regulations may be required by mandated changes after the effective date of this Agreement. Amendment(s) to this Agreement or published BEP and/or Agency regulations may be required by changes in applicable laws, Executive Orders, higher regulations, judicial decision by a court of appropriate jurisdiction, or other higher authority made after the effective date of this Agreement. BEP agrees to transmit to IBEW Local 121 changes' proposed during the term of the Agreement but not specifically covered by the Agreement which relate to conditions of employment of employees in the bargaining unit and/or which may adversely affect such conditions, and shall negotiate with the Union upon request.

**ARTICLE 28
POSITION DESCRIPTION**

Section 1

Each employee covered by this agreement shall be consistent throughout the Bureau provided a position description which accurately reflects the duties of his/her position. If the employee believes that his/her position description is not accurate, he/she may request a review by his/her supervisor. The employee is entitled to have a Union representative present at any meeting or review resulting from the employee's request. The job content, qualifications, and required duties for each job within the Unit is not grievable; however, a dispute regarding the accuracy of an employee's position description may be grieved under Article 11 of this agreement.

Section 2

The parties agree to review all bargaining unit position descriptions annually. The first review session shall be no later than 120 days from the signing of this Agreement.

Section 3

If employees perform duties on a recurring basis which are not covered by the Position Description, management may either amend the position description to incorporate the new duties or discontinue the assignment of the new duties.

Section 4

Proposed substantive changes to the position description of bargaining unit employees shall be forwarded in advance to the Union for comment, if applicable, for negotiations as required by law, pursuant to Article 48, mid-term negotiations. Such changes shall not be implemented until the Union has been notified and has had an opportunity to discuss and/or negotiate the issues with management.

**ARTICLE 29
PROMOTIONS**

Section 1

At this time there are no positions within the bargaining unit to which bargaining unit employees can be promoted. Should new position be added to the bargaining unit which creates promotion potential within the bargaining unit, the Bureau will provide the Union with notice and an opportunity to bargain in accordance with law. At the Union's request, such bargaining shall include an Article on Promotions to be included in the Contract.

Section 2

It is recognized by the parties to this Agreement that all positions in the bargaining unit are at the level WE-5401. Prior to any change in the make-up of the unit the parties will negotiate over any proposal to the full extent allowable under law.

Section 1. Policies

(a) Promotions to positions for which Unit employees may be eligible will be made in accordance with established policy and procedures and applicable laws and regulations and this Agreement.

(b) In accordance with this agreement, the Bureau may fill a vacancy by any lawful means.

(c) Employees are not guaranteed promotion, nor is there a requirement that any vacancy is filled by promotion. However, the parties agree that all qualified available applicants will receive fair consideration for positions filled under competitive procedures and that staffing actions be based solely on job-related criteria and not on favoritism or patronage.

(d) It is the policy of the BEP and the Union to fill all positions in the bargaining unit which are filled through the Merit Promotion Process with the best qualified candidates for the positions to be filled and to assure that employees have an opportunity to develop and advance to their full potential according to their capabilities.

(e) When positions are filled through the Merit Promotion process, based on the criteria and standards of the Merit Staffing Plan, selection will be made from a properly prepared Certificate. Selection will be based on the judgment of the selecting official as to who will best perform in the job to be filled in accordance with the announced requirements.

Section 2

It is understood that Bureau policies, plans, and procedure can be unilaterally changed by the Bureau at anytime, but only after the Union has been provided with notice and an opportunity to bargain over such changes. Note: If the classification of unit employees change, the parties shall negotiate a new promotion article.

Section 3. General Requirements

(a) Equal Opportunity.

Actions under a promotion plan, whether in qualification, evaluation, or selection of candidates or any other phase of the promotion process shall be made without regard to political, religious, or labor organization affiliation or non-affiliation; marital status, race, color, sex, national origin, disability, or age, and shall not be based on any criteria that are not job related, including favoritism based on personal relationship, patronage, or nepotism.

(b) Legal and Regulatory Requirements

Candidates who have not yet satisfied the qualification requirements may be considered in merit staffing actions provided they will meet the requirements within thirty days of the closing date of the announcement. Candidates may not be placed in the position until they have met the qualification requirements.

Section 4. Definitions

- a. Competitive action.** A competitive action is an appointment to a position in the competitive service through a certified list of eligible's or under direct-hire authority.
- b. Demotion.** A demotion (sometimes referred to as a change to lower grade) is a personnel action in which a continuously employed individual is changed from:
 - 1.** one grade to a lower grade, with or without a reduction in pay, or ;
 - 2.** a higher to a lower representative rate of pay.

The Parties recognize, however, that currently only bargaining unit positions to which an employee could be demoted is journeyman and electrical worker. This does not preclude the Bureau from demoting an employee to a position outside the unit.

- c.** Detail. A detail is the temporary assignment of an employee to another position, with the expectation that the employee will return to the official position of record upon expiration of the detail. An employee does not have to meet qualification requirements for a position to which they are detailed, except for any minimum educational, licensure, and certification requirements.
- d.** Evaluation criteria. Evaluation criteria are the knowledge, skills, and abilities required of a specific position, which are used to evaluate education, experience and outside activities against other qualified applicants. Evaluation criteria are developed through an analysis of job requirements and are consistent with the rating schedule.
- e.** KSAs (knowledge, skills and abilities). KSAs are the attributes required to perform a job and are generally demonstrated through qualifying experience, education, and/or training.
- f.** Minimum qualifications. Minimum qualifications are the basic requirements (i.e., education, training, experience, etc.) that an applicant must possess to perform satisfactorily in a particular position or occupational series.
- g.** Promotion. A promotion is a personnel action in which a continuously employed individual is changed from:

 - 1. one grade to a higher grade, or
 - 2. a lower to a higher representative rate of pay.
- h.** Rating schedule. A rating schedule is a plan developed to rate and rank minimally qualified candidates for a specific position. It is designed to measure the level at which applicant's possess the job-related KSA's. The rating schedule consists of evaluation criteria used to distinguish between qualifications of candidates.
- i.** Reassignment. A reassignment is a personnel action in which a continuously employed individual is changed from one position to another position in the same agency.
- j.** Reinstatement. A reinstatement is the appointment of an individual who was previously employed with the federal government under a career or career-conditional appointment (or equivalent) to a competitive service position.

- k. **Transfer.** A transfer is a permanent assignment or appointment to another position in a different executive agency or military department without a break in service of one full workday.

Section 5. Covered Personnel Actions

The competitive procedures outlined here are applicable to the personnel actions listed below:

- (a) A promotion made under 5 CFR Part 335, Section 335.102 (unless made under one of the exceptions specified in Section 1-10 below).
- (b) A term promotion.
- (c) A reinstatement, reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as required by reduction-in-force regulations).
- (d) A transfer to a higher-graded position or one with more promotion potential than a position previously held on a permanent basis in the competitive service.
- (e) A temporary promotion to a higher-graded position that exceeds 120 days. In determining whether this 120-day time limit will be met, all non-competitive details to higher-graded positions and temporary promotions during the preceding 12 months are counted. If appropriate, the option to make these promotions permanent without additional competition must be specified in the announcement. Temporary promotions may not be used for purposes of training or evaluation for a higher-graded position.
- (f) A selection for a detail to a higher-graded position or to a position with known promotion potential that exceeds 120 days. In determining whether this 120-day time limit will be met, all noncompetitive details to higher-graded positions and temporary promotions during the preceding 12 months are counted. If appropriate, the option of extending the detail without additional competition must be in the announcement.

Exception to Competition. The competitive procedures of this policy do not apply to the following actions.

- (a) Actions involving statutory, regulatory, or CTAP placements.

- (b)** A position change permitted by reduction-in-force regulations (see 5 CFR 351).
- (c)** A change from a position having known promotion potential to one having no higher potential.
- (d)** A promotion, reassignment, demotion, transfer, reinstatement or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) and did not lose because of performance or conduct reasons.
- (e)** A promotion without current competition when at an earlier stage an employee was selected from an OPM register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled. (The vacancy announcement, which reflects the established career ladder, will be included in the merit promotion file to document management's intent to non-competitively promote the selected candidate to the full performance level.)
- (f)** A permanent promotion to a wage board and craft supervisory position for an employee who has already been competitively selected to act in those positions.
- (g)** A promotion resulting from upgrading a position, without significant change in the duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error.
- (h)** A promotion to a grade previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which an employee was separated or demoted for other than performance or conduct reasons.
- (i)** A promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities when all of the following circumstances are met (sometimes referred to as an "accretion of duties").
- (j)** A temporary promotion or detail to a higher grade position or to a position with known promotion potential of 120 calendar days or less; service during the preceding 12 months under all details to higher-grade positions and temporary promotions is included when computing the 120-day period.

- (k) A promotion of a candidate not given proper consideration in a competitive promotion action.
- (l) Compensable disabled veterans, veterans readjustment appointments, conversion of cooperative education students, excepted appointment of the handicapped; or other special employment program appointing authority and selections from competitive examination registers.
- (m) Conversion to permanent appointment of eligible veterans with 30% or more disability who are serving on temporary or provisional appointments under 5 CFR 315.707.
- (n) Any action, including promotion, directed by an individual or organization with authority which supersedes this regulation. These include, but are not limited to, actions taken as a result of discrimination complaint decision, court decisions or arbitrators decisions.

Section 5. Area of Consideration

- (a) The minimum area of consideration for all unit positions is Bureau-wide within the commuting area.
- (b) EEO/Affirmative action goals: The EEO/Affirmative action goal contained in the Bureau's Affirmative Action Plan and the Federal Equal Opportunity Recruitment Plan will be considered when establishing areas for recruitment and determining the length of time a vacancy announcement will be posted.
- (c) If it is anticipated that the area of consideration will produce too few high-quality candidates, the area of consideration may be expanded. Upon request, the reasons for that decision shall be put in writing and delivered to the Union.

Section 6. Methods of Locating Candidates

- (a) Minimum posting of vacancy announcement. The minimum length of time required to post a vacancy announcement for any position using any area of recruitment is ten working days.

(b) All vacancies filled by competitive procedures will be filled by advertising the particular vacancy. Advertising will be done by posting announcements on bulletin boards and by distributing announcements to each shop within the area of consideration.

Section 7. Vacancy Announcements and Vacancy Application Procedures

(a) Content of Vacancy Announcements

The following information is to be included on all vacancy announcements.

1. Title, series, and grade of the vacancy and announcement number.
2. Geographic and organizational location.
3. Summary statement of the principal work assignments.
4. Minimum Office of Personnel Management qualification requirements and any approved special qualification requirements.
5. Knowledge, skills, and abilities required and their relative importance.
6. Where additional information may be secured
7. Where applications should be sent and what they should include.
8. Opening date and closing date.
9. If the vacancy is one with "known promotion potential" and a subsequent promotion may be made without using competitive merit staffing procedures, a statement to this effect must be included in the announcement.
10. A statement of Equal Employment Opportunity.
11. Area of consideration.
12. The number of vacancies to be filled
13. In the block used to indicate bargaining unit status, "IBEW Local 121" will be used to denote positions within the bargaining unit.

(b) Opening and Closing Dates

Vacancy announcements will be opened for a minimum of ten (10) calendar days. The opening date of the announcement will be at least five calendar days after

mailing to duty stations within the area of consideration. Announcements may be open for up to one year; this will be clearly indicated on the announcement.

(c) Updating Applications and Submission of Additional Information

Applicants are responsible for providing full and complete information as to their qualifications for the vacancy especially with respect to the minimum qualification requirements and the knowledge, skills, and abilities evaluation factors, at the time they file for the vacancy.

(d) Cancellation of Vacancy Announcements

1. A cancellation notice will be issued.
2. A copy of this cancellation notice will also be sent to the designated Union representative.
3. Upon request, the designated Union representative will be advised of the reason for the cancellation in writing.
4. Announcements of Entrance Level Positions being filled by management will publish twice a year a list of all entrance level positions that Agencies anticipate filling within the following six months.
5. Special internal Recruiting Efforts for announced vacancies, the Agency Personnel Office(s) will assist employees in making application for the vacancies, including advising employees on how to complete their application forms and how to file for any necessary competitive examinations.
6. Notice of Eligibility, Employees who submit applications in response to a vacancy announcement and who wish to receive an acknowledgment of receipt and notice of eligibility must submit such a request with their application. Unless requested, the employee will not receive an acknowledgment or notice of eligibility.

Section 8 - Evaluation Procedures

Management of the Bureau has decided that the following evaluation procedures will be utilized:

The overall objective of the evaluation process is to narrow the number of applicants to a reasonable number from which a selection may be made and to assure the selection is made from among the best qualified. To achieve these objectives, applicants will be screened according to the following:

a. Minimum (basic) qualification requirements. All applicants who meet the minimum requirements including the minimum qualification standards and the time-in-grade provisions for a particular position have basic eligibility for promotion or placement.

1. Applicants must meet the minimum qualification standards prescribed and/or approved by OPM, including provisions for in-service placement and appropriate selective placement factors, within 30 calendar days after the closing date or cut-off point of a vacancy announcement.

2. An applicant's most recent performance appraisal must be at least Level 3 (e.g., "Achieved Standards" under the Bureau's rating procedures) to be eligible for merit promotion consideration and referral under this plan. In the event there is no appraisal, the applicant is presumed to be performing at Level 3.

3. Using OPM qualification standards and applicable selective factors, an OHR representative determines whether or not an applicant meets minimum qualifications. An applicant will be eliminated from further consideration for a given position if he/she:

(a) is found not to be minimally qualified; or

(b) indicates on the application that he/she is not available for grade levels described in the vacancy announcement. The Bureau representative has the option of contacting the applicant to verify availability; however, if one applicant is contacted, all applicants whose circumstances are similar must also be contacted.

4. Determining best qualified. All applicants who meet minimum (basic) qualification requirements will be further evaluated to determine the degree to which they possess job-related knowledge, skills, and/or abilities (KSAs). The end product of the evaluation is a determination of the applicant's demonstrated or potential ability to do the job.

(a) The evaluation criteria and rating schedule for each vacant position will be developed jointly by the OHR representative, operating officials, and/or technically qualified subject matter experts prior to the posting of the vacancy announcement. The rating schedule will be developed via an analysis of the position to be filled. Levels of achievement for each KSA will be specifically

described and a point value assigned to each level.

(b) An applicant's rating for each KSA will be determined by information provided in his/her application package, including information contained in submitted performance appraisals, supplemental statements, and evidence presented of training, education, awards, etc.

A rating panel is not required for any particular vacancy or any specific number of minimally qualified applicants. Selecting officials may elect to have an OHR representative or subject matter expert rate the applications and determine the cut-off point for best qualified.

REFERRAL OF CANDIDATES

- a. Certificate of eligibles. A certificate of best-qualified candidates, listed alphabetically, will be referred to the selecting official along with each candidate's application package. Competitive candidates will be listed separately from noncompetitive candidates.
- b. Establishment of a register. A register of eligible candidates may be established for a period of one year in the event it may become necessary to fill the position again within that time. The vacancy announcement must state management's intentions to establish a register for a particular position.
- c. Noncompetitive candidates. Qualified non-competitive candidates may be referred to the selecting official at any time until the selection of a candidate.

MERIT STAFFING SELECTION.

1. If one candidate on a referred certificate of eligibles is interviewed, all candidates on that certificate of eligibles will be interviewed.

Selection

- (a) Management has the right to select or not select from among a group of best qualified candidates, or to select from other sources such as reemployment priority lists; reinstatement, transfer, or special noncompetitive authority eligibles; or an OPM certificate.
- (b) The selecting official may select or not select any candidate referred under this plan. Selections will be based solely on job-related criteria.

Section 9. Corrective Actions

Immediate action will be taken to correct a violation based on the established facts and legal rights of those concerned. In addition, all actions are grievable in accordance with applicable laws and this agreement.

- a.** Violations. When a violation has been alleged or discovered, the person selected and placed will remain in the position until a determination is made as to what corrective action should be taken, if any.
 - 1.** Procedural violation. A procedural violation occurs when a placement action does not meet the requirements of this plan. If reconstruction of the action shows that the employee selected may have been selected if proper procedures had been followed, the employee selected may remain in the position.
 - 2.** Regulatory violation. A regulatory violation occurs when the placed employee did not satisfy legal and/or regulatory requirements for placement, such as qualification requirements. The erroneously placed employee may be retained in the position only if he/she meets all requirements for placement within 30 days after the closing date or cut-off point of the vacancy announcement.
- b.** Priority consideration. Priority consideration is granted to a candidate as a remedy for failure to receive proper consideration in a competitive promotion action.
 - 1.** In receiving priority consideration for a particular vacancy, the candidate:
 - (a)** is referred to the selecting official only for the next competitive promotion action for which he/she is qualified, and
 - (b)** should, to the extent practical, be considered and, if possible, interviewed by the selecting official before any other candidates are referred for selection.
 - 2.** If the employee is not selected, verification of consideration and reason for non-selection must be

representative.

Section 10. Other Requirements

(a) The candidates will be listed in alphabetical order on the Certificate of Eligibles. The qualification information on each certified candidate considered by the evaluators will be forwarded to the selecting official for his/her use in making the final selection, e.g., application forms, performance evaluations, etc. The summary evaluation sheets on the certified candidates will also be sent to the selecting official.

(b) Number to be certified

A reasonable number of the best-qualified available candidates shall be certified to the selecting official. No more than ten candidates will normally be certified unless discernible differences among candidates cannot be made.

(c) Additions to the Certificate for Declinations

In the event of declinations after certification, additional candidates may be added to the certificate.

(d) Validity of Certificates

Certificates are valid until a selection or other decision has been made. However, if a selectee declines either before or within 60 calendar days after assuming the duties of the vacancy, the certificate may be used again to make a decision.

Section 11. Employee Release

(a) Normally, the release of an employee for promotion will not be delayed beyond the end of the first full pay period after selection, or after the position is vacated, if selection was made in advance.

1. Any proposed delays in the release date must be agreed to by the gaining office.
2. In no circumstances will the release of any employee be postponed for more than 30 days without the consent of the employee.

Section 12 - Release of Information

(a) General information on BEP of Labor Merit Staffing Plan

1. Copies of the Plan

Copies of this negotiated Merit Staffing Plan shall be maintained by each Personnel Office for consultation by employees upon request.

2. Periodic issuances

Periodically, information on the Plan will be issued in the form of Spotlights, articles in internal publications, and booklets, including information on how employees may file for vacancies.

3. Information on Qualification Requirements

Summaries of the qualification requirements for vacancies are included in vacancy announcements. Complete qualification standards are contained in Office of Personnel Management Operating Manual Operating Manual and shall be available for employee review in Personnel Offices.

4. Career Planning and Counseling

Agencies are responsible for providing career planning and counseling for their employees. An employee should be informed of what jobs are in his/her career ladder; what he/she can do if he/she is in a job with limited promotion opportunities; what additional experience and education he/she needs to meet qualification requirements for higher level positions; what education and training would be useful to him/her; and what he/she should do to improve his/her chances for promotion.

5. Information on Vacancies

Vacancy announcements shall be placed or distributed so that they are readily available to all employees in the area of consideration in accordance with this Article. In addition, a copy shall be sent to the designated Union representative.

(a) Information on Selection-informing Union Representatives

The designated Union representatives will be notified of the names of candidates selected for positions within the unit. Such notification will be made after the Bureau's offer has been accepted by the applicant and a starting date has been determined. The Union representatives designated for the Section in which the vacancy exists will be notified of the selection.

(b) Information on Specific Actions

1. Information Regarding Basic Eligibility, Evaluation, and Certification

Employees who respond to a vacancy announcement are informed upon submission of a Request for Acknowledgment of Receipt of Application as to whether they meet minimum qualification requirements. Employees who file advance applications will be notified as to whether they are basically eligible for the position for which they have applied. Information concerning an employee's own individual rating is available upon his/her request.

2. Notification to Certified Employees

The Personnel Office is responsible for seeing that every non-selected employee who was certified is informed of their non-selection.

3. Other information Available to Employees

The following additional information about specific actions is available to employees or their designated Union representative from the Personnel Office upon request:

- a.** whether or not the employee was considered;
- b.** whether or not the employee was basically qualified;
- c.** his/her rating against the established ranking criteria;
- d.** if the employee was grouped among the best qualified;
- e.** who was selected; and
- f.** sources used to consider candidates for a specific position;
- g.** in what areas, if any, the employees should improve to increase their chances for future promotion or entrance into the occupation;
- h.** if the vacancy was not filled, the reason it was not filled; and
- i.** who was selected for promotion.

4. Union Request for Specific information

Where it is alleged that a specific violation, or concern, of the Merit Staffing Article has occurred, the designated Union representative shall notify the Personnel Office in writing that a preliminary examination of record is being requested and cite the alleged

violation. Such a request must specify the name of the individual or individuals directly involved. The representative designated by Union in writing, in the presence of a Personnel Office representative, shall be given access to the merit staffing records of the particular action, sanitized as appropriate.

Section 13 - Records

A merit-staffing file must be kept for two years on competitive merit staffing action. The information contained in the file should be sufficient to reconstruct the action in its entirety, including justification for determining highly and best qualified. Information in the files must be made available as required by laws, regulations, and agreements. The file must contain the following information:

- a. A copy of the vacancy announcement.
- b. A copy of the SF-52.
- c. A copy of the position description.
- d. All application packages.
- e. Basic eligibility determinations on all applicants.
- f. Evaluation criteria - e.g., the rating schedule and, if applicable, the one key KSA used to determine the best qualified among a small group (five or fewer) of minimally qualified promotable applicants.
- g. Names and positions of panel members, if any.
- h. Names of all candidates as finally rated and ranked.
- i. Promotion certificate of eligibles (the names in the group from which the selection was made), including the name of the selectee.
- j. Name of individual selected.
- k. Copies of any correspondence with candidates or notes of any communication with candidates, including copies of non-select letters.
- l. Any other information which the human resources representative feels is needed to reconstruct and explain actions and decisions related to the merit-staffing placement.

Section 14 - Merit Staffing Panels

The Bureau will abide by the Requirements of Appendix A, M-60-1, Merit Staffing Panels. In particular, management will consider assigning panel members of the same grade or higher as the vacancy.

Procedures For Voluntary Application

1. Employees desiring consideration for placement/ promotion to a specific bargaining unit position may make voluntary application for promotion by submitting the appropriate forms to the Personnel Office having jurisdiction over the positions. The type of position applied for and specific location must be stated. These applications will be acknowledged by the Personnel Office involved.
2. Voluntary applications under Section 1 of this Article will remain active for a period of fifteen (15) months from the date of receipt. After the application has been on file for twelve (12) months the employee will be notified, in writing, of the pending expiration of his/her application and the need to renew it. After fifteen (15) months, the application will be returned to the employee unless it has been updated. The front of each application must be clearly marked by the employee: "Filed under Article 16, Section 1, Labor/Management Agreement for position."
3. Applications submitted under these procedures shall be afforded treatment equal to those applications from employees within the area of consideration which are submitted under any subsequent merit promotion announcement for that specific position.
4. Employees may arrange mutual reassignments provided both performance ratings are at least fully successful. Such mutual reassignments are subject to the approval of facility managers. The only factors which may preclude mutual reassignments include staffing at the employee's facilities. The procedures applied in effecting this provision shall be uniformly applied and consistent throughout the Agency.

Article 30 Official Travel

Section 1 - General

Management and the Union recognize that the nature of the mission of the BEP is such that occasionally bargaining unit employees will be required to travel from their official duty station. All travel will be taken in accordance with Federal Travel regulations and this agreement.

Section 2 - Scheduling Official Travel

(a) Management agrees, if administratively controllable, to schedule and arrange for travel of bargaining unit employees (for TDY jobs, meetings, conferences, seminars, audits, training sessions, etc.) to occur within each employee's standard workweek, to the extent practicable.

(b) Insofar as practicable, travel during non-duty hours shall not be required of an employee. When it is essential that this be required, the employee will be compensated in accordance with applicable regulations. Upon request, the supervisor shall notify the employee in writing why travel was required at those hours.

(c) Travel is hours of employment for pay purposes if it occurs during regular duty hours on a non-duty day for overnight travel. The parties agree that disputes arising under this Section may be adjusted through the use of the grievance procedure provided in Article 44 of this Agreement.

(d) If a temporary duty assignment requires a traveler to be away for more than 30 calendar days, Management will, upon request of the employee, authorize the traveler to return to his/her official duty station at Bureau expense during non-workdays after the traveler has been away each 5 days.

(e) BEP employees are expected to submit claims for travel expenses at the end of each trip as soon as possible. When claims are submitted they will be processed for payment.

Section 3 - Travel Charge Card and Advances

(a) In accordance with Public Law 105-264, travel expenses on official travel for lodging, rental cars, parking etc. are to be charged to a government travel card. Travel advances are not allowed except by use of a government charge card at an ATM.

(b) Employees who are required to travel will be issued a Government contractor issued charge card for official travel.

(c) In accordance with 41 C.F.R. 301-15.44, employees will use the card to pay for official expenses to the maximum extent possible for transportation, lodging, and car rental expenses.

(d) In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

1. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.
2. Employees will not be responsible for charges against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.
3. The Bureau will not report employees to any commercial credit bureaus unless through the fault of the employee the charge card account remains delinquent beyond 120 days.
4. The Bureau will not conduct any credit check on the employee as a condition of issuing the card. The credit card issuer shall be responsible for conducting a credit check.

(e) The Employer shall timely process all employee travel vouchers to ensure that employees are promptly reimbursed for all allowable travel - related expenses.

(f) The Employer shall timely process all employee travel vouchers in a timely manner, and if the Employer's failure to timely process the voucher results in an employee's delinquent payment (sixty (60) days or more past due) the delinquent payment, management will consider each situation, and the reason for the delinquency, on a case-by-case basis when making a determination regarding disciplinary action.

(g) If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in a delinquent payment, management will consider each situation, and the reason for the delinquency, on a case-by-case basis when making a determination regarding disciplinary action.

(h) If an employee's charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided airline tickets for transportation if one is required.

Section 4 - Notification of Temporary Duty

Employees who are assigned from their present official duty station for extended temporary duty elsewhere shall be notified at least two weeks in advance. In unusual circumstances, employees will be notified at the earliest possible time.

Section 5 - Alternative Travel

When an employee on TDY voluntarily returns to the official duty station or place of abode for non-workdays, the maximum reimbursement for the round trip transportation and actual subsistence incurred en-route shall be limited to the expenses which would

have been allowed had the employee remained at the TDY station. Such voluntary travel will be on the employee's own time.

ARTICLE 31 MISCELLANEOUS PROVISIONS

Section 1.

The Parties agree that employees should be given the opportunity and encouraged to participate in the Combined Federal Campaign, United States Bond Drives, Blood Donor Drives and other worthy programs. The Employer and the Union agree that participation will be on a completely voluntary basis.

Section 2.

Upon request, the Employer will notify a deceased employee's designated beneficiaries or beneficiaries at law of any benefits to which they may be entitled.

Section 3.

The Employer will continue to provide retirement planning program on an as needed basis in which all employees within ten (10) years of eligibility for retirement may voluntarily participate.

Section 4.

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

Section 5.

The employer agrees to keep the Union adequately informed of major anticipated fluctuations affecting work loads of the Unit employees.

ARTICLE 32 DRUG TESTING

The Employer agrees to notify the Union of a decision to designate bargaining unit positions as testing designated positions at the earliest practicable date, but no later than ninety days prior to the proposed beginning of random testing. The Union reserves the right to negotiate the impact and implementation of such decision. Should the Union request bargaining such bargaining shall be conducted in accordance with the procedures for Mid-term bargaining set forth in Article 48, Mid-term negotiations. The Bureau agrees that if feasible it will complete negotiations up to and including impasse

procedures before the FSIP, prior to the beginning of random testing for bargaining unit employees.

ARTICLE 33 TOOLS AND EQUIPMENT

The Employer shall supply all tools, carts and equipment to each employee necessary to perform all assigned duties. The Bureau shall replace lost or stolen tools at no cost to the employee. However, employees are not to be negligent or totally irresponsible in their maintenance of tools. Replacement tools and equipment shall be provided in a timely manner.

ARTICLE 34 DEPENDENT CARE

Section 1

(a) The parties recognize that the Bureau does not provide facilities for dependent care at its Washington D.C. or Western Currency Facilities, and the parties do not contemplate instituting such facilities for dependent care during the life of the contract. However, general programs and practices which serve to assist BEP employees in meeting these concerns and needs have been incorporated by the BEP and the Union into this Agreement in other Articles.

(b) Employees are encouraged to take advantage of other existing Dependent Care Programs. New employees shall be informed about the availability of Dependent Care Programs during orientation.

Section 2 - Union Involvement

BEP will keep the Union advised of the status of Departmental Dependent Care Programs. In the event that the Bureau establishes task groups or committees to develop or formulate such programs, the Union will be afforded the opportunity to participate.

ARTICLE 35 Transportation (Transit Subsidies and Parking)

Section 1.

Pursuant to Public Law 101-509, the Bureau shall continue to provide mass fare subsidies in accordance with Bureau policies and applicable laws. Fare subsidies shall be provided to employees as required by law or executive order. In the event that the Bureau proposes to make changes in its fare subsidy/parking policies, the Union will be provided advance notice and an opportunity to bargain over negotiable matters resulting from such change.

Section 2.

Employees who wish to participate in the fare subsidy program shall complete an annual "Application for Transit Benefit." All participants shall certify in writing that they are eligible for a transit benefit for their commute to and from work.

Section 3.

Essential employees will be provided with parking in emergency situations. At parking facilities under the control of the Bureau, the Bureau shall establish procedures which shall allow employees to enter and exit freely without requiring them to wait unreasonably.

Section 4.

When parking is under the Bureau's control, every reasonable effort shall be made to provide safe, secure and appropriately lighted, adequate parking. The Bureau agrees to exercise reasonable care in maintaining the security of the area to the extent of its authority.

Section 5.

Preferential treatment for parking will be given to carpools for carpools and vanpools. Drivers of registered Vanpools are eligible for subsidies in accordance with applicable regulations.

Section 6.

Where on-site parking is available, bargaining unit employees who are essential employees will be treated equitably and will be granted access to available on site parking.

Section 7.

If Parking becomes a safety issue in the future or problems arise with parking during the term of this agreement, the parties agree to form a joint study committee to make recommendations on improving parking to the Bureau. Recommendations made by this joint committee shall be fully considered by the Bureau. If the Bureau is unable to implement recommendations of this committee, the Bureau's reasons for being unable to implement such recommendations shall be provided to the Union in writing.

**ARTICLE 36
COPIES**

Section 1.

Booklet copies of the Agreements shall be prepared by the parties and shall be provided by the Bureau to each unit employee. The Union shall be provided an additional 200 copies for future use, and the Bureau shall be provided and maintain additional copies with its records.

Section 2.

The expenses for printing and distribution shall be borne by the Bureau.

Section 3.

Copies shall be 10 d.p.i. (Pocket size booklets) and on 8 $\frac{1}{2}$ x 11 inch paper.

Section 4.

The Agreement is readily available on the Bureau's internal website.

**ARTICLE 37
REDUCTION-IN- FORCE**

Section 1.

All reduction-in-force shall be carried out in accordance with applicable Bureau policy. Should the Bureau propose to make any changes in the current Bureau Reduction-in-Force Policy, set forth in Chapter 351 of the Bureau Personnel Manual, it shall provide the Union with Notice and an opportunity to bargain in accordance with applicable law.

Section 2.

The Employer agrees to notify the Union of a decision to effect a reduction in force at the earliest practicable date. The information to be furnished the Union will be the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the action. The Union reserves the right to negotiate the impact and implementation of any reduction in force. If the Union makes a timely request to negotiate, the parties will negotiate in accordance with the provisions of Article 48, Mid-term negotiations. Unless the Bureau declares an "emergency" as defined under 5 U.S.C. Section 7106 et seq. the Bureau if possible will negotiate to completion (including the resolution of impasses before FSIP) over all negotiable proposals prior to the implementation of the RIF.

**ARTICLE 38
VIOLENCE IN THE WORKPLACE**

Section 1.

Violence in the workplace shall be governed by applicable laws, rules, Treasury regulations, government wide regulations and The Bureau of Engraving and Printing policy and this Agreement.

Section 2.

The Employer shall make every reasonable effort to ensure employees are provided a working environment free of violence between employee/supervisors, employee/managers, employees/employees, employees/contractors and visitors/employee.

Section 3.

The parties agree to abide by the Bureau Policy on Violence in the Workplace.

Section 4

The Parties recognizes that The Bureau of Engraving and Printing is a workplace where statements, words, gestures, etc... of a nature that may be unacceptable in a social environment are used. The Parties agree to use common sense and the history of the work environment to apply The Bureau of Engraving and Printing policy on violence.

Section 5

The BEP policy and this Article shall have no bearing on an employee's right to invoke all rights of defense allowable by law, rule or regulation

Section 6

In accordance with the Bureau policy the violence in the workplace committee shall review and make findings to the Employer on acts of violence or threats within the bargaining unit or affecting a bargaining unit employee or employees.

Section 7

When bargaining unit employees meet with this committee, the employee shall be informed of his right to have a Union representative present.

**Article 39
CONTRACTING OUT**

Section 1. Notification of Contracting Out

- a.** Management will inform the Union when it exercises its discretion to contract out work which is presently being performed by bargaining unit employees.
- b.** When Management has decided to contract out work as specified in Subsection A. above, it will immediately notify the Union and provide to the Union, upon request, that information concerning the decision which is disclosable under the Freedom of Information Act and/or 5 U.S.C. § 7114(b)(4).

Section 2. Negotiations with the Union Regarding Adverse Impact

- (a)** Upon receipt of notification of Management's decision to contract out work which is presently being performed by bargaining unit employees, the Union may in accordance with the provisions of Article 48, Mid-term Negotiations request negotiations concerning the impact on bargaining unit employees of the decision to contract out.
- (b)** Upon timely request from the Union, the parties shall meet and confer in accordance with the procedures set forth in Article 48, Mid-term Negotiations concerning the impact on bargaining unit employees of the decision to contract out.

Section 3. Supervision

While the parties recognize that the issue of supervision is non-negotiable, it is the intent of BEP that a bargaining unit employee will be normally supervised by supervisory personnel of BEP and not from personnel of a contractor. The parties recognize, however, that contractor personnel may advise or train unit employees.

Section 4.

The parties agree that the work performed by bargaining unit employees is of importance to the Bureau. As such all actions relating to the possible competitive sourcing of bargaining unit positions shall be carried out in compliance with the requirements of Circular A-76 and all other applicable laws and regulations. If the requirements of A-76 are abolished or substantially modified during the life of this agreement, the Union shall be notified. Either party may at that time reopen this article to address the impact of such changes.

ARTICLE 40 TRAINING

Section 1. General

The BEP and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consistent with its needs, and in keeping with the principles of equal employment opportunity, Management agrees to develop and maintain forward-looking, effective policies and programs designed to:

(a) Aid employees in improving their performance in their current positions to provide an internal pool of qualified candidates for consideration for anticipated future vacancies in the bargaining unit.

Section 2. Official Time and Labor Relations Training

(a) Official time under this Section will be granted only for training which is primarily designed to further the interest of the Government by bettering the labor-management relationship.

(b) An agenda for the training/conference must be submitted to the Labor-Management Relations division for approval.

Section 3. BEP Training

(a) Job training required by the Bureau, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Bureau's time in accordance with applicable regulations. The Bureau recognizes the need for implementing programs of training for unit employees to insure continuing levels of competence in the changing technology of industry. This may be accomplished by specialized training either on or off Bureau premises, which may be specialized schools, consistent with Bureau operations. For off-site training, only eight-hours per day will ordinarily be approved. Official time for training shall include travel and shall be in accordance with the Fair Labor Standards Act and Federal Travel regulations.

(b) The Bureau will pay or reimburse employees for necessary expenses such as costs of registration, tuition, books and materials, incurred in connection with approved training as provided in 5 U.S.C. 4109(a)(2).

Section 4. Ad-Hoc Training Advisory Groups

As the Agency initiates new programs and services, ad-hoc advisory groups may be established to assist the Agency in the design and implementation of these initiatives. These ad-hoc working groups will be composed of Union Representatives and management employees of BEP. In those cases where the work of a group will impact upon bargaining unit employees, representatives of the Union shall be given the opportunity to be included on these committees.

Section 5. Apprenticeships

(a) It is recognized that an apprenticeship-training program may be of vital interest to the Union and the Bureau. Accordingly, when an apprenticeship-training program is utilized, the Bureau will insure that apprentices receive broad and well-rounded experience within their trade. All apprenticeship programs will follow guidelines developed for the program, including the Department of Labor approved guidelines. Also, the Bureau will maintain records to insure that all apprentices are afforded the opportunity to qualify in each phase of training. Once employees have completed the apprenticeship program, employees will be fully-qualified at the journeyman level.

(b) It is in the interest of both the Employer and the Union that apprentices receive sufficient training to enable them to perform satisfactorily as journey person stationary engineers in the bargaining unit. Accordingly a Joint Apprenticeship Committee of five (5) people composed of two (2) members nominated by the Union, and selected by the Employer, two (2) members named by the Employer and a Chairperson named by the Employer, will be established to monitor the apprenticeship program at such time the BEP determines that apprentices will be hired.

(c) The Union shall have the right to meet with the Bureau to discuss and review any apprenticeship-training program as it applies to the curriculum of the apprentices in the unit. The Union may also meet with the Bureau to discuss on-the-job training and other Bureau instituted training programs involving unit employees.

(d) Apprentices, if qualified, are entitled to work overtime to assist journeyman when overtime is available. However, Apprentices shall be included in a separate category on the overtime roster.

ARTICLE 41 SENIORITY

Seniority, for the purpose of this Agreement, is defined as the Service Computation Date of United States Government Service, wherever acquired.

Article 42 PAY SCALE

Section 1

Bargaining unit members shall be paid in accordance with the MOU entered into between the BEP and the Union dated June 12, 1998.

Section 2

All employees working on the evening and midnight shifts shall receive a shift differential at the appropriate rate.

ARTICLE 43

GROUND RULES FOR MID-TERM NEGOTIATIONS

PART I 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) Each Party's bargaining team may include up to four (4) members for mid-contract negotiations (successor agreements) and three (3) members for mid-term negotiations (mid-term changes), unless otherwise mutually agreed to by the parties.

(c) Negotiation sessions will be scheduled at such places as are mutually convenient, between the hours of 8 am and 4:30 PM, taking into consideration the nature and proposed implementation date of the change. Negotiations will be conducted in Washington, D.C. The Bureau shall provide a negotiating room, and convenient confidential access to a telephone, unless the Union requests another site for negotiations,, or the parties mutually agree otherwise.

(d) Unless otherwise agreed, neither 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. Accordingly, the parties will not release information to the media or the public during the pendency of negotiations prior to the impasse stage. This does not preclude internal discussions with either party's constituents. Notes may be taken by either party, however, negotiations will not be recorded or transcribed.

(f) To advance the spirit and intent of § 7101(b) of the Statute ("The provisions of this chapter should be interpreted in a manner consistent with the requirement of an effective and efficient Government."), the parties agree to exercise due diligence when negotiating. This means that negotiations will take place in a competent, professional, and business-like fashion and in a manner that will minimize the cost and disruption associated with negotiations. Each party agrees to work in good faith with the FMCS mediator, should FMCS mediation prove necessary.

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

(h) 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.

(i) If any proposal is claimed to be non-negotiable by either party and, thereafter, ultimately determined to be negotiable, or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within thirty calendar days. Nothing in this provision will preclude the right of judicial appeal.

(j) Agreements negotiated pursuant to this article will be subject to Union ratification (prior to official signature) and agency head approval pursuant to 5 USC 7114 (c). In the event of disapproval, the Union will have the option of negotiating the disapproved article and related articles, if any, that were traded for the disapproved provision(s)/article, 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 Union by written notice to the Employer within seven (7) workdays after receipt of notice of disapproval.

(k) If the Option above is not exercised, any provisions disapproved under Agency Head Review, under 5 U.S.C. § 7114, may also be referred to the Federal Labor Relations Authority by the Union. Any provision ultimately held negotiable will be incorporated into the Agreement. Upon request, the parties will commence negotiations within a reasonable period after an FLRA decision sustaining the Agency Head determination of non-negotiability. Negotiations will be limited to the specific language/provisions disapproved under Agency head Review.

(l) Bureau rules, regulations, or other formal directives or policies or Memorandum's of Understanding (MOU) 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.

(m) If, after a good faith effort to include mediations, the Parties are unable to reach an agreement, the matter may be referred to the FSIP for resolution. Both parties agree to request the FSIP to allow the parties to utilize interest-arbitration in lieu of a resolution by other Panel procedures. In addition, prior to declaring any proposal non-negotiable, the parties agree to utilize the FLRA's ADR procedure for resolution and guidance. Management shall not implement the proposed change(s) prior to completion of full and proper negotiations, including impasse proceedings. Union participants in these negotiations shall be on official time for any third party proceeding, including but not limited to, preparation and investigations. Nothing in this Article precludes the Union from invoking the services of the Federal Mediation and Conciliation Service.

(n) The Parties shall jointly request the Federal Services Impasse Panel (FSIP) to approve the procedures adopted in regards for binding arbitration of negotiated impasse(s).

(o) The Union may initiate bargaining during the term of this Agreement on matters not specifically covered by this Agreement in accordance with the Federal Service Labor-Management Relations Statute. The Employer shall have thirty (30) work days to request a meeting, in writing, regarding the Union's proposal. If the Employer does not serve a request within this time period, it shall be considered a refusal to negotiate. If the Employer files a timely request to meet, the Parties shall meet within ten (10) days after the request, and attempt to reach an agreement. If no agreement is reached, the provisions of Section M and/or N of this article shall apply. For the purposes of this Section, Union representatives/officials shall be on official time.

PART II Definitions

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. These changes are essential to the accomplishment of the mission or execution of the Bureau, in a manner, which is consistent with the requirements of an effective and efficient Government.

PART III Mid-Term Changes

Section 1 General Provisions

(a) Except as otherwise provided for in this Agreement, the Employer shall provide reasonable advance written notice of intended changes in terms and conditions of employment to the Union's designated representative at the Bureau and the Union President. The date of receipt shall be documented on a form agreed upon by both parties. The Union will, within ten (10) days of receipt of the notice, submit to the Labor Management Relations Designee request to bargain or request a briefing. The request shall designate the Union's Chief Spokesperson.

(b) It is agreed that all personnel policies, practices and matters affecting working conditions, not specifically covered by this Agreement, shall not be changed or implemented by the Employer without prior written notice to, bargaining and completion of negotiations with the Union, including but not limited to third party procedures such as impasse proceedings or resolution of negotiability disputes.

(c) The advance written notice will include the following:

1. A brief description of the desired change;

2. A brief explanation of how this change will be implemented;
3. An brief explanation of why the proposed change is being implemented; and
4. The proposed implementation date.
5. The Agency's Chief Spokesperson and a point of contact for additional questions or information.

(d) Upon receipt of notification from Management, IBEW Local 121 may, within 10 workdays, request a briefing on the issue prior to requesting negotiations concerning the amendment. The Union may then request to bargain within 10 days after the conclusion of the briefing.

(e) If the Union does not exercise its option to request bargaining as above, the Employer may implement the changes on the proposed date.

Section 2. Bargaining Routine

The following bargaining process will be utilized during the term of this Agreement:

- (a) Negotiations shall commence as soon as possible but no later than fifteen days after the Union's request to bargain. However, at either party's request, commencement of negotiations may be extended by mutual consent.
- (b) Proposals will be due no later than the beginning of negotiations. Proposals shall be reasonably related to the proposed change, and, where applicable, shall identify the adverse impact upon the employees which the proposal is intended to remedy.
- (c) Negotiations shall continue for no more than thirty calendar days, with bargaining sessions normally conducted Tuesday through Thursday. The parties shall be deemed to be at impasse at the conclusion of thirty calendar days, unless the parties mutually agree other wise. However, either party or both parties jointly may declare an impasse prior to the completion of thirty days.
- (d) If impasse occurs, either party may request the Federal Mediation and Conciliation Service to provide mediation services within 10 days after the impasse. The mediator shall be the sole judge of the procedures to be followed in attempting to resolve impasses. Mediation shall not exceed fifteen calendar days.

(e) Any impasse not resolved through the FMCS may be submitted within ten calendar days by either party to the Federal Services Impasses Panel to consider the matter under its regulations.

(f) The site for negotiations shall be established by mutual consent.

(g) The Union will be authorized the same number of Union negotiators as the Employer but in no cases less than 2. The parties will exchange the names of their bargaining teams for the specific issues to be negotiated prior to bargaining. This does not preclude the attendance of experts by mutual agreement of the parties.

(h) Alternates may substitute for bargaining team members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

(i) During negotiations, the chief negotiator (or an alternate) must be present and have the authority to bargain and reach agreement on behalf of the party. The chief negotiator for each party will signify agreement on each section by initialing the agreed-upon section. The chief negotiator for each party will retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed-upon section by mutual consent.

(j) There will be no limit on the number of caucuses which may be held during negotiations, but the parties will make every effort to restrict the number and length of caucuses. The parties agree that caucuses will not be used to delay the negotiations.

(k) The designated Union negotiators will be in duty status during actual negotiations, caucuses, and time spent before the Federal Mediation and Conciliation Service (FMCS) and the Federal Services Impasses Panel (FSIP), if they otherwise would be. The Union will be permitted to have negotiators who are not employees of the Agency.

ARTICLE 44 MID-TERM CHANGES

Section 1 - Mid-Term Changes

In the event of any change implemented by the employer for which the parties:

- a) have a dispute over whether there is a duty to bargain over negotiable issues, or
- b) the parties have a dispute over to what extent there is a duty to bargain over negotiable issues, then:

the parties agree that they will not seek the assistance of the FLRA, but will instead submit the dispute over the duty to bargain to a mutually selected arbitrator in an expeditious manner. Prior to invoking arbitration the parties shall not utilize the grievance procedure, but a meeting shall be held between the Union President and the Chief, LMRD, to identify the issues in dispute and attempt resolution. The arbitrator will have full and exclusive authority to resolve and remedy the dispute, and may at his/her discretion utilize med-arbitration, traditional arbitration, or any other means to resolve/decide the dispute. This section does not apply to disputes over the negotiability of specific proposals.

Section 2 – Mid-Term Reopener

By mutual consent of the parties, the express terms of the Agreement may be amended at any time. In addition, each party may reopen not more than *three* existing articles and propose *one* new article by serving written notice and/or proposals on the other during the eighteenth month of this Agreement. In addition, either party may at that time reopen any article in which the provisions as stated above have been utilized. Negotiations shall be accordance with the provisions of Article 43, Mid-Term Negotiations.

ARTICLE 45 DURATION AND CHANGES

Section 1.

This Agreement shall remain in full force and effect for three (3) years from the date approved by the Department of Treasury under 5 U.S.C. § 7114, and thereafter from year to year, unless written notice is given by either party to the other party in the period between 60 and 45 days prior to the end of any contract year.

Section 2.

A notice of desire to amend this Agreement, as provided in Section 1, will contain a summary of any amendment(s) proposed. Except as otherwise agreed, negotiations shall take place in accordance with procedures set forth in Article 43, Mid-Term Negotiations.

Section 3.

By mutual consent of the parties, this Agreement may be opined for amendment or added to by supplemental agreements. Any request for such amendment or supplemental agreements shall be in writing and must be accompanied by a summary of the amendment or supplemental agreement proposed. Except as otherwise agreed,

negotiations shall take place in accordance with procedures set forth in Article 43, Mid-Term Negotiations. Agreement shall be evidenced in writing duly executed by both parties. No other type of change in this Agreement shall be recognized.

Section 4.

The parties recognize that other bargaining units of the Bureau may negotiate language of value to employees that is not covered by this Agreement, In accordance with procedures set forth in Article 43, Mid-Term Negotiations, the Union may, when it becomes aware of such negotiated agreements, request to initiate negotiations over any issue which is not already contained in this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement this
____day of _____, 2010

