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PREAMBLE

In accordance with the policy set forth in the "Federal Service Labor-Management Relations Act," hereinafter referred to as "the Act." This Agreement is made and entered into by and between the Bureau of Engraving and Printing, hereinafter referred to as the "Employer," and Local Union 2456, Carpenters and Joiners of America, AFL-CIO, hereinafter referred to as the "Union." This Agreement constitutes a collective bargaining agreement between the aforementioned parties for those employees located in the bargaining unit covered by this Agreement.

WHEREAS, the public interest demands the highest standards of employee performance and continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of Bureau of Engraving and Printing operations; and

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

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationship between the Union and the Employer; and

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

NOW, THEREFORE, it is the stated purpose of the parties that this Agreement is to prescribe certain rights and obligations of Bureau of Engraving and Printing employees located in the bargaining unit covered by this Agreement, and to establish procedures which are designed to meet the special requirements and needs of the Employer; and

In the event of disagreement over the terms of the Agreement, it is specifically understood by and between the parties that the provisions of the Agreement will be interpreted by all parties in a manner consistent with the requirement of an effective and efficient Bureau of Engraving and Printing.

**ARTICLE 1
RECOGNITION**

SECTION 1. The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees in the unit, as defined in Section 2 below, and the Union recognizes the responsibility and agrees to represent in good faith the interests of all employees in the unit as set forth below, without discrimination and without regard to labor organization membership.

SECTION 2. The unit to which this Agreement applies is composed of all non-supervisory craft unit employees including Journeymen and Apprentice Carpenters. The unit employees described in this Section will be hereinafter referred to as "Employees."

SECTION 3. For purposes of this Agreement, masculine pronouns appears in this Agreement will refer to both genders unless the context indicates another use.

**ARTICLE 2
RIGHTS AND OBLIGATIONS OF EMPLOYEES**

SECTION 1. Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, (and each) Employee shall be protected in the exercise of such right. Except as otherwise provided for in the Act and this Agreement, such right includes the right to act for a labor organi-

zation in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other offices of the executive branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representative chosen by Employees under the Act.

SECTION 2. This Article does not authorize participation, in the management or representation of the Union, by an Employee if the participation of activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or regulation or the official duties of the Employee.

SECTION 3. Nothing in this Agreement shall require an Employee to become or remain a member of a labor organization, or to pay money to the labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction or by direct payment.

SECTION 4. Employees have the right, regardless of labor organization membership, to bring matters of concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policy and to present their views to Congress.

SECTION 5. Employees are expected to refrain from any discrimination based on sex, race, age, color, religion, handicapping condition, or national ori-

gin, and to fully support the Employer's efforts to eliminate any such discrimination.

SECTION 6. Employees are expected to refrain from any acts of sexual harassment in the workplace. Examples of sexual harassment would include such actions as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

SECTION 7. Employees are responsible for fully cooperating with the Employer's efforts to investigate wrongdoing or other concerns of official interest. Employees must testify or respond to questions of appropriate officials when directed by competent authority.

SECTION 8. Employees will adhere to the Standards of Conduct prescribed for Treasury Department employees. Employees are encouraged to familiarize themselves with provisions of the Standards. Questions regarding the Standards or its application may be referred to the supervisor or the Office of Chief Counsel for resolution.

SECTION 9. In the event of a difference of opinion regarding work assignments or procedures between an Employee and the Employer, the Employee shall comply with the decision or instructions of the Employer and remain accountable for his performance and conduct.

**ARTICLE 3
MANAGEMENT RIGHTS**

SECTION 1. The Employer retains the right to determine the mission, budget, organization, number of employees, and the internal security practices of the agency.

SECTION 2. In accordance with applicable laws, the Employer retains the right-

- (A) to hire, assign, direct, layoff, and retain employees in the agency, 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 for appointments from-
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source;
- (D) to take whatever actions may be necessary to carry out the agency mission during emergencies; and
- (E) to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or to determine the technology, methods, and means of performing work.

SECTION 3. Nothing in sections 1 and 2 of this

Article precludes the Employer and the Union from negotiating:

- (A) procedures which the Employer will observe in exercising its retained management rights; and
- (B) appropriate arrangements for employees adversely affected by the Employer's exercise of any of its retained management rights.

SECTION 4. The right to make rules and regulations shall be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, procedure, practices and matters of working conditions, the Employer shall be governed by the provisions of any existing or future laws and regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations (CFR) and Departmental regulations and policies in existence at the time this Agreement was approved; and subsequently published policies and regulations required by law or by regulations of appropriate authorities, and the Agreement shall at all times be applied subject to such laws, regulations, and policies.

**ARTICLE 4
UNION REPRESENTATION, RIGHTS
AND OBLIGATIONS**

SECTION 1. The Employer agrees to recognize the Chief Shop Steward and one individual Shop Steward duly authorized by the Union.

SECTION 2. The Union shall supply the Employer a list of all authorized representatives in writing. In the

event of any changes in the designation of Union representatives, the Union will notify the Employer of the modifications in writing.

SECTION 3. The Employer recognizes that the Union is entitled to:

- (A) act for and negotiate collective bargaining agreements covering all unit employees;
- (B) be present at formal discussions between management and one or more Employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or
- (C) be given the opportunity to be present at any examination with an investigation if-
 - (i) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
 - (ii) the Employee requests representation from the Union.

SECTION 4. The Union acknowledges its responsibility to represent the interests of all Employees without discrimination and without regard to Union membership.

SECTION 5. Although the parties agree that the Union has the right to assign duties related to its representational responsibilities, the Union will review any perceived imbalance in assigned work loads which the Employer has brought to the Union's attention; and, if appropriate, equitably redistribute work-loads, to the extent feasible.

SECTION 6. The Union representative, when leaving their work area to transact representational duties, shall first obtain permission and the required pass from their respective supervisor in accordance with Bureau regulations governing employee movement within the buildings. The Union representative will advise the supervisor, at that time, of the general nature of the business to be transacted, the location of the destination, and a phone number, if available, where the Union representative can be reached. Prior to entering a work area under the cognizance of a supervisor other than their own to investigate a grievance, the Union representative shall contact the supervisor, explain the general nature of his business, and obtain permission to contact the Employee. A supervisor may require the Union representative or the contacted Employee to remain on duty and not leave the work area when required by Employer operations. If the supervisor cannot release the representative or Employee at that time, the supervisor will advise him of a time when he can be released from duty. The Union representative and the contacted Employee will notify their own respective supervisor(s) upon return to work.

SECTION 7. An Employee desiring to leave his or her work to secure the advice and assistance of a Union representative will obtain the supervisor's permission and the required employee pass in accordance with the Employer's regulation governing employee movement within the buildings. However, if the supervisor cannot release the Employee at that time, the supervisor will advise the Employee of a time

when he can be released from duty. The Employee will report back to his supervisor upon returning to duty. An Employee desiring to confer with a Union representative will also obtain oral permission from the representative's supervisor before interrupting the representative's work.

SECTION 8. The Union agrees that representatives of the Union may receive and investigate, but shall not solicit complaints or grievances from Employees.

SECTION 9. When performing representational duties the Union representatives shall endeavor to make certain that, after due investigation, the facts presented are appropriate and accurate before submitting a matter to a supervisor or management official of the Employer.

SECTION 10. Internal Union business, such as solicitation of membership, dues collection, campaigning for Union officers, distribution of authorization cards, distribution, and posting of literature concerning Union business, and attendance at Union meetings will be conducted only during the Employee's own time and not on duty time, nor shall such activities interfere with other employees in a duty status.

SECTION 11. The Employer agrees to allow reasonable amounts of time to Employee representatives while engaged in activities permitted under the provisions of the contract. A reasonable amount of official time will normally be granted for, but not limited to, the following activities:

- (A) review of and response to memorandums, letters, and requests from the Employer as well as new instructions, regulations, notices, etc., which affect personnel policies and practices, or working conditions; and
- (B) representational activities.

SECTION 12. The determination of what constitutes a reasonable amount of time will be made on a case by case basis by the supervisor, and will depend on the facts and circumstances of the individual case-- i.e., the issues involved; the volume of the supporting documents; the number and complexity of the issue(s) involved in the matter; the availability of documents, witnesses, assistance, etc., at the Employer's place of employment; and similar circumstances. Consideration will be given to the need for an effective and efficient Employer's operation. The use of official time will be permitted only for one Union representative at a time for each grievance or complaint. The Union agrees that it will guard against the use of excessive time whenever business of any nature is transacted during work hours.

SECTION 13. The Employer agrees that officials and other duly designated representatives of the Union who are not duty status employees of the Bureau, will be admitted to the Bureau upon request for the purpose of meeting with officials of the Employer at a mutually agreed upon time during normal working hours. Such visits shall be governed by the Employer's security regulations and other pertinent regulations, and the Employer reserves the right

y a representative of the Employer during his stay at the Bureau of Engraving and Printing.

SECTION 14. The Union agrees to cooperate in, and actively support, all fair and reasonable civic programs such as the Combined Federal Campaign, Blood Donor Programs, Saving Bond Drives, etc.

ARTICLE 5 HOURS OF WORK

SECTION 1. The regular hours of work on each shift will be those hours of work currently in effect. The Employer retains the right to make changes in the regular hours of work in existence at the time this agreement is approved. Prior to such changes, the Employer will notify the Union of the changes.

SECTION 2. All Employees working on the second shift (evenings) and third shift (midnights) shall receive the appropriate shift differential for all hours worked.

SECTION 3. When an Employee's hours are changed from one shift to another shift, at least five (5) calendar days prior notice will be given, except in instances of emergency.

SECTION 4.

1. The selection of Employees for assignments to the second and third shifts shall be made consistent with the operational needs of the

Employer and in accordance with the following priorities:

- (a) volunteers with permanent status by seniority; (b) volunteers with temporary status by seniority; (c) non-volunteers with permanent status, by juniority. Journeymen and apprentices may be selected for assignment to the second or third shift for training purposes.
2. In the event that there are not enough volunteers, and an Employee is selected for a shift change by juniority, the shift assignment will last for no more than ninety (90) calendar days. At the end of such shift assignment, the second most junior Employee will be selected for the shift change. The shift assignment will continue by rotation according to juniority, unless an Employee volunteers for the shift assignment.

SECTION 5.

1. Shift assignments will be made on a calendar quarter basis, except as in Section 4.2 above. Shift assignment will begin on the first day of the first full pay period of each quarter.
2. Employees volunteering to change shifts for the normal quarterly assignments will provide at least two (2) weeks prior written notification. Any Employee volunteering to change shifts on the normal quarterly basis must remain on that shift a minimum of ninety (90) day, unless an emergency arises for said employee.

SECTION 6. The Employer reserves the right to remove any Employee from the night shifts for good and sufficient reasons.

SECTION 7. The Employer will maintain records of shift assignments in order to assure compliance with this article, and will be made available to the Union upon request.

SECTION 8. The Employer will afford one rest break per shift, in addition to the lunch period and personal clean-up time. The day shift will receive a mid-morning break; the evening and midnight shifts' break will be designated at a time determined by the super-visor, in accordance with operational needs.

SECTION 9. Reasonable time will be allowed for Employees to clean tools, machines and equipment at the end of each shift. Fifteen (15) minutes personal clean-up time will be allowed for those Employees who need to change clothes. Employees will be allowed ten (10) minutes personal clean-up time prior to lunch.

SECTION 10. Tests and interviews for jobs within the Unit will be conducted during business hours, Monday through Friday. Exceptions may be made by mutual agreement between the Employer and the Union. Unit Employees will not be required to use leave for the purpose of participating in test or interviews when such tests or interviews are required under the Employer's Merit Promotion Plan.

ARTICLE 6 SENIORITY

SECTION 1. Seniority for the purpose of this Agreement is defined as continuous service with permanent government status in the Bureau of Engraving and Printing as a journeyman within the Bargaining Unit. For example, a temporary Employee who becomes a permanent status Employee will have his seniority calculated as of the effective date of his permanent status appointment.

SECTION 2. A separate seniority roster will be maintained for journeymen with temporary status, calculated according to continuous service in the Bureau of Engraving and Printing as a journeyman within the Bargaining Unit. For a temporary status Employee, a break in service of three (3) days or less shall not constitute discontinuous service for purposes of seniority.

SECTION 3. Journeymen who are involuntarily separated from the bargaining unit and remain employed by the Bureau of Engraving and Printing, shall retain prior seniority upon return to the bargaining unit, if the separation is for one (1) year or less.

ARTICLE 7 OVERTIME

SECTION 1. Overtime assignments shall be distributed among the Employees on as equitable a basis as possible consistent with the operational needs of the Employer and in such a manner as to assure a

balanced work force of qualified personnel. When it is necessary to maintain rosters of overtime worked to assure such equal distribution, such rosters will be available for review by the Union upon request. When an Employee's name is reached on any rotation roster for overtime, he will be excused from working such overtime upon his request provided that the Employer is able to meet the overtime need by the assignment of another available Employee from the same rotation roster. If an Employee, by his request, is excused from overtime work for which he is scheduled on a rotation roster, he will initial the roster for the date involved, and will be counted as having received the overtime due him on rotation for record purposes only. If an Employee is assigned to overtime, but does not work due to illness, annual leave or personal emergency, the overtime will be charged as though worked.

SECTION 2. Employees submitting a doctor's certificate stating that they are not fit because of health conditions to work overtime, will not be required to work overtime. Such doctor's certificate will be forwarded to the Bureau Medical Officer for review and appropriate action with a view toward removal of the Employee's name from the roster. In the event that during the term of this Agreement, such Employee's name would be replaced on the roster, he will be credited with the highest number of hours worked for record purposes. Each new Employee who has his name placed on the roster will also be credited with the highest number of hours worked for record purposes.

SECTION 3. Employees required to stay after their regular working hours for any reasons, including security reasons, will be paid the overtime rate in fifteen (15) minute increments.

SECTION 4. All work performed on Saturday or Sunday will be paid for at appropriate rates.

SECTION 5. Any Employee who is called back to perform unscheduled overtime work either on a regular workday after he has completed his regularly scheduled day of work and left the Bureau, or on a day outside of his basic work week, will be paid a minimum of 2 hours of pay at the overtime rate even if his services cannot be utilized after he reports to work. No Employee reporting on call back will be required to remain for the 2 hours, unless his services can be utilized.

SECTION 6. Employees whose medical records indicate their assignment to overtime work may be injurious to their health will be referred to the medical officer. Upon his recommendation, such Employees will not be assigned overtime work. An Employee may request reconsideration of this determination by submitting a current medical opinion or other substantiated evidence to establish that overtime work will not be injurious to him.

SECTION 7. When Employees are scheduled to work overtime on days outside of their basic work week, and they are not notified prior to arriving at work, that their scheduled work assignment has been canceled, the Employer will make every attempt to provide other work assignments to the employee.

SECTION 8. No apprentice will be allowed to work overtime when there are qualified Carpenter Journeymen available for the assignment, except that an apprentice may be assigned to an overtime situation to obtain specialized training that would not ordinarily otherwise be available.

SECTION 9. Management has determined that new Employees will not be trained in areas where overtime is necessary until such time as the supervisor determines that the Employee is fully qualified. The Employer agrees to maintain consistent time periods for qualification.

SECTION 10. To the extent possible, the Union stewards and employees will be notified of tentative weekend overtime on Wednesday of that work week. Positive work week schedules will be posted on the bulletin boards no later than Thursday afternoon of the week such overtime will occur.

SECTION 11. The Employer may deny overtime assignments to employees who are absent due to illness on the Friday preceding scheduled weekend overtime assignments.

SECTION 12. The Employer may deny overtime assignments to any employee who is determine to be Absent Without Leave (AWOL) during the week preceding weekend overtime.

SECTION 13. Employees may be required to work overtime on Saturday or Sunday without the advance

notice addressed in Section 10 of this Article. All Employees requested to work under these circumstances will not be charged as though worked.

ARTICLE 8 LEAVE

SECTION 1. The granting and use of sick leave, annual leave, administrative leave, court leave, military leave, and leave without pay shall be governed by the Bureau policy as set forth in the Bureau Personnel Manual, Chapter 630-B, "Attendance and Leave."

SECTION 2. Sick Leave. The Union recognizes the importance of sick leave and the obligation of the Employee, as well as the advantage to him, to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave.

- (A) Prescheduled Sick Leave. When requesting sick leave for examination, treatments, and/or confinements which are known in advance, Employees are to use Standard Form 71, "Application for Leave." Employees are to submit requests for such leave as soon as possible after becoming aware of the need for such sick leave, but no later than one hour before the end of the Employee's last work shift before the expected absence.
- (B) Unscheduled Sick Leave. It is expected that Employees will sometimes not be aware of the need to use sick leave in advance of the day of

absence. Employees requiring emergency sick leave must call their supervisor within two hours of the beginning of their scheduled work shift to report their absence.

B-2. In normal circumstances the supervisor will consider an Employee's certification as to the reason for a sick leave absence not exceeding (three (3) workdays) as evidence administratively acceptable for the approval of sick leave.

B-3. Administratively acceptable documentation may be required when:

- a sick leave absence exceeds three workdays; –
the Employee has been placed on leave restriction;
or
- in those situations where a supervisor questions the legitimacy of the Employee's request for sick leave, including when the absence did not exceed three workdays.

B-4. Absence resulting in a charge to sick leave in excess of (three (3) workdays) may be supported by the Employee's certification, or by a medical certificate stating that the Employee was incapacitated for the performance of his duties and the specific date(s) covered by the certification, at the supervisor's discretion, provided that a denial is not arbitrary or capricious.

- B-5. If it is determined that there is an apparent abuse of sick leave by an Employee, the Union will join the Employer in its efforts to help the Employee correct this problem by advising and/or counseling such Employee. In cases where an Employee has been so advised, and continues to appear to be an abuser of sick leave, the Employee may be issued a notice of leave restriction, stating that a medical certificate from a physician will be required to support any future unscheduled sick leave requests, regardless of duration.
- B-6. Employees placed on Leave Restriction will have their cases reviewed at the end of 12 months to determine whether Leave Restriction will be continued. If not, the employee will be notified in writing.
- B-7. When an Employee does not provide documentation to support a sick leave absence as required by the supervisor, or the documentation is not acceptable, or the Employee fails to follow proper call-in procedures and there are no extenuating circumstances justifying this failure, the supervisor will issue a charge of Absent Without Leave (AWOL).
- B-8. Employees, who, because of illness or injury are released from duty, shall not be required to furnish a medical certificate to substantiate sick leave for the day of release. Such release by the Medical Office shall constitute the equivalent of the required notice to the

Employer in the event that the employee is unable to return to duty on the following day or days. A medical certificate will be required, however, for absences in excess of three (3) workdays in addition to the day on which the Employee was released from duty.

- (C) Advanced Sick Leave. An advance of sick leave may be approved in cases of serious and incapacitating disability. Up to 240 hours of sick leave may be advanced, subject to the conditions outlined in Chapter 630-B, of the Bureau of Engraving and Printing Personnel Manual.

SECTION 3. Annual Leave

- (A) The use of annual leave is a right of Employees subject to the prior approval of the appropriate supervisor. When Employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Determination as to the time and amount of annual leave which is to be granted generally should be on the basis of mutual agreement between Employee and supervisor. Any denial of requested annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any Employee or group of Employees.
- (B) Employees are responsible for planning and making timely requests for annual leave. The Employee and supervisor have the responsibility to cooperate in scheduling annual leave in

- accordance with the provisions of Section 3a.
- (C) Every reasonable effort will be made to adhere to leave scheduled in accordance with Section 3a. If, however, the Employer cannot avoid canceling previously approved leave because of operational needs, the reasons for such action will be explained to the affected Employee(s) at the earliest possible time, and every effort will be made to reschedule leave at another time.
 - (D) Only a supervisor in the chain of command has the authority to grant annual leave. Therefore, an Employee normally should request annual leave from his supervisor. It must not be assumed, however, that a request will automatically be granted. Proper approval must be secured prior to the taking of annual leave or the absence may be charged AWOL. When annual leave has been properly requested, with reasonable advance notice, it normally will be granted without unnecessary delay unless the use is precluded by operational requirements.
 - (E) Once an Employee has made a leave request and that request has been approved, he will be permitted to change his selection of leave dates with the concurrence of the Employer, normally the supervisor who approved the original request, provided that another Employee's approved leave is not impacted, or that the Employees involved reach a mutually acceptable agreement.
 - (F) The Employer recognized that there are occasions (emergencies) when annual leave is

needed by the Employee and prior approval has not been granted. Approval of emergency annual leave is based on reasons such as extremely bad weather, hazardous road conditions, illness or death of a member of an Employee's family which requires the presence of the Employee, vehicle accidents, or other circumstance beyond the control of the Employee. Retroactive approval may be given in those cases where it is determined that the emergency circumstances warrant such approval. It must not be assumed, however, that a mere report of absence will necessarily result in favorable action. Failure to secure the proper approval may result in the period being charged to absence without leave and/or may result in the taking of a disciplinary/adverse action. The amount of emergency annual leave granted will be in proportion to the need.

- (G) The Employer has the authority and responsibility, in cases where emergency (i.e. unscheduled) annual leave is requested, to determine that the reasons for the unscheduled leave warrant approval of the leave request.
- (H) Approvals of conflicting leave requests.
 1. In the event that a supervisor receives leave requests from two or more Employees for the same, or essentially the same, period of time that cannot all be granted, the supervisor will resolve the matter by determining which request(s) was (were) the first to be submitted and approved. If approval has not yet been granted to all of the conflicting

requests, the supervisor will attempt to mediate a satisfactory solution with all Employees involved. If mediation is unsuccessful, the Employee with the greatest amount of seniority will receive preference in the granting of any additional approvals, except that, for requests covering the period between 1 November and the end of the leave year, preference will be given to the Employee with the greatest amount of "use-or-lose" annual leave; in any event, leave will be granted based on the supervisor's determination of what staffing is needed to meet production goals and accomplish our mission.

SECTION 4. Leave Without Pay. Leave Without Pay is a temporary absence in a non-pay status which may be granted upon an Employee's request as a matter of administrative discretion. Requests for such leave should be submitted in writing, and should be approved in advance by the appropriate Division Manager/Superintendent or Office Chief.

(A) Requests for extended leave without pay (leave of absence) will be reviewed in accordance with the appropriate provisions of the Code of Federal Regulations (CFR).

SECTION 5. Other Leave

(A) Court Leave - As provided by law and regulations, an Employee under proper summons will be granted court leave. Court appearance appropriate for court leave:

- (1) Jury duty in a Federal, State, or local government or the District of Columbia; or
- (2) As a witness for the Government of the United States or the District of Columbia; or
- (3) As a witness on behalf of any party in a judicial proceeding to which the Federal, State or local government is a party; or

When absent on court leave the Employee shall furnish a certificate from the Clerk of the Court showing that the employee was present for the day(s) involved.

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

An Employee so summoned will provide the supervisor with a copy of the summons, subpoena or court order as soon as it is received by the Employee so that arrangements for the Employee's absence may be made.

- (B) Voting – Eligible Employees will be, upon request, excused from duty for voting purposes, in accordance with established Employer policy.
- (C) An Employee on authorized court leave, or military leave will not be precluded from consideration for assignment to work on premium pay

days if the Employee notifies the Employer of his availability for such assignment by 9:00 a.m. on Thursday, of the preceding week.

SECTION 1. The Employer agrees that no work will be scheduled on a legal holiday which can be accomplished on a regular work day, or on overtime, subject to operational requirements.

SECTION 2. Employees working on a holiday will be paid the appropriate holiday pay and applicable shift differential.

SECTION 3. Employees shall be notified of the requirement to work on a holiday in accordance with the notification procedures for scheduling of overtime work, as set forth in this Agreement. The Employer agrees to advise the appropriate Shop Steward, upon request, as to the reason for requiring unit Employee to work on a holiday.

SECTION 4. Any Employee may be relieved of work on a holiday upon request, provided that another qualified Employee is willing to substitute for him.

SECTION 5. The Employer will grant, whenever possible, annual leave or leave without pay for a religious holiday which falls on a work day, consistent with operational requirements.

**ARTICLE 10
USE OF OFFICIAL FACILITIES**

SECTION 1. The Employer agrees that bulletin boards will be made available for use by the Union in accordance with the requirements reflected in Section 2 of this Article.

SECTION 2.

- (A) The parties agree that the bulletin boards may be used for the display of Union literature, correspondence, notices, and other material of interest to Employees in the unit. A copy of the material to be posted will be provided to Employee and Labor Relations Division for review prior to its posting.

- (B) The Union agrees that the material posted on the bulletin boards must not reflect unfavorably or attack the integrity or motives of any individual, other employee organization, Government agency, or activity of the Federal Government. Material may not deal with religious, political, public or social issues. Material posted must be reasonable in appearance and size and must contain nothing that would appear to identify it as official Employer material or to imply that it is sponsored or endorsed by the Employer.

SECTION 3. The Employer will provide Employees with a copy of this Agreement and any subsequent amendments.

ARTICLE 11 SAFETY AND HEALTH

SECTION 1. The Employer agrees to exert every reasonable effort to provide and maintain working conditions and industrial health protection for all Employees.

SECTION 2. It is recognized that each Employee has a primary responsibility for his own safety and health, and an obligation to know and observe safety rules and practices as a measure of protection for himself and others.

SECTION 3. Employees will wear or use all required personal protective clothing and equipment issued by the Employer in areas which are posted or when they may be involved in work which requires such equipment or clothing.

SECTION 4. Employees will promptly report all injuries, no matter how slight, to the immediate supervisor.

SECTION 5. Employees must make immediate reports to their supervisor of traffic accidents involving Bureau vehicles; damage to Bureau property though accident or otherwise by either Employees or non-Employees; and accidents involving non-employees while on Bureau property.

SECTION 6. Employees will not be subject to restraint, interference, coercion, or discrimination for

participating in various aspects of the Employer's occupational Safety and Health Program. Employees may exercise their rights to participate in the program by:

- (A) Reporting unsafe and unhealthful working conditions;
- (B) Participate in safety and health activities on official time in accordance with appropriate Employer policies.

SECTION 7. Union representatives in the course of performing their normally assigned duties are encouraged to observe and report to appropriate Employer officials unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards.

SECTION 8. The Union may designate a representative to serve on each Safety Committee which is established in Organizational components containing Employees.

SECTION 9. The Employer agrees to provide first aid treatment of injury and/or illness, or to obtain first aid assistance that becomes 'necessary on all shifts that Employees are working.

ARTICLE 12 JOB DESCRIPTION

SECTION 1. Each Employee will be given a job description of the position to which he is assigned. The Union will receive a copy of all job descriptions

within the Unit and, when changes occur, the Union will receive a copy of the change.

SECTION 2. An Employee may, at any time during the year, request a review of his job description and to identify any disagreement with it, relative to its accuracy.

SECTION 3. Whenever the Employer determines that a job description is to be significantly modified to the extent that a Unit Employee would adversely be affected, a copy of the change shall be given to the Union prior to the scheduled date of implementation. Further, whenever a new Unit position is under consideration by the Employer, a copy of the job description for that position will be provided to the Union prior to the scheduled date of establishment.

ARTICLE 13 REDUCTION IN FORCE

SECTION 1. The Employer agrees to notify the Union of a decision to effect a reduction in force as soon as the determination is made. The information to be furnished to the Union will be the competitive levels initially affected, the number of employees involved, and the proposed effect date. The Union reserves the right to negotiate the impact and implementation of any reduction in force.

ARTICLE 14
DISCIPLINARY AND ADVERSE ACTION

SECTION 1.

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

SECTION 2.

- (A) Notices of proposed disciplinary and adverse action are not grievable or appealable. Once the Employee has been issued a letter of decision, however, the Employee may then exercise the appropriate grievance or appeal procedure.
- (B) The Employee may appeal any disciplinary action not covered by the negotiated grievance procedure (Article 15) through the appeals procedure outlined in Chapter 771, of the Bureau of Engraving and Printing Personnel Manual.
- (C) If the final determination is to effect an adverse action, the Employee will receive written notice which shall include an explanation of his grievance and appeal rights. An adverse action may be appealed to the Merit Systems Protection Board, or may be grieved under the negotiated grievance procedure, but not both.

(D) In any interview or meeting relating to an appeal of a disciplinary action, the Employee may represent himself, select a representative of his own choosing, or elect to have the Union represent him.

SECTION 3. The provisions of this Article do not apply to Employees who are serving a probationary or trial period under an initial appointment or who have not completed one year of current continuous employment under other than a temporary appointment limited to one (1) year or less. These persons will only be issued a formal notice of action, not a proposed notice.

SECTION 4. The Employee may appeal any disciplinary action, which is not covered by Article 15, through the appeals procedures outlined in Chapter 771, of the Bureau of Engraving and Printing Personnel Manual.

ARTICLE 15 GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances that may arise involving the interpretation or application of this Agreement.

SECTION 2. Excluded from coverage of this Article will be those matters relating to:

(A) Any claimed violation relating to prohibited political activities;

- (B) Retirement, life insurance, or health insurance;
- (C) A suspension or removal under Section 7532 of Title VII (National Security);
- (D) Any examination, certification, or appointment;
- (E) The classification of any position which does not result in reduction in grade or pay of the Employee.
- (F) Reduction in Force;
- (G) Performance Rating;
- (H) Allegations of discriminatory acts as provided in Section 7702 of the CSRA;
- (I) Nonadoption of a suggestion or disapproval of a quality step increase, performance award, or other kind of honorary or discretionary award;
- (J) Decisions on Wage Grade classification appeals;
- (K) Non-selection for promotion from a group of properly ranked and certified Employees;
- (L) Removal, suspension, furlough without pay, and separation of probationary Employees;
- (M) Reprimands or oral admonishments confirmed in writing and which have been placed in the Official Personnel Folder;
- (N) Disciplinary suspensions of three days or less;
- (O) The content of Department or Bureau policy;
- (P) A grievance which has been processed and decided under the Bureau of Engraving and Printing grievance procedure, outlined in Chapter 771 of the Bureau's Personnel Manual;
- (Q) A security determination that an employee is not fit to occupy a critical sensitive position.

SECTION 3. A grievance is defined for purposes of

this Article as a request by an Employee, or group of Employees acting as individuals, for personal relief in a matter related to conditions of employment, which is subject to the control of the Employer. In the event that an Employee chooses to grieve the matter according to the Negotiated Grievance Procedure as outlined in this Article, the Union will be the designated representative, and the grievant will be bound by the Union's decision to accept settlement at any step of these procedures.

SECTION 4. An Employee presenting a grievance shall;

- (A) be assured freedom from restraint, interference, coercion, discrimination or reprisal;
- (B) have the right to represent himself, or may be represented by the Union; and
- (C) be assured a reasonable amount of official time if he is otherwise in a duty status. Further, a properly designated representative shall be similarly assured freedom from restraint, interference, coercion, discrimination, or reprisal, and be assured a reasonable amount of official time if he is otherwise in an active duty status.

SECTION 5. A Grievance must be presented within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose, or within fifteen (15) calendar days after the aggrieved reasonably should have become aware of the matter at issue. Any grievance failing to comply with these time limits shall not be presented or considered at a later date. Failure to advance a grievance to the next step

in accordance with the established time limits shall be deemed untimely. Failure by the Employer to respond within time limits at any step shall permit the grievance to be advanced to the next step. Extensions may be mutually agreed upon to provide for unusual cases.

SECTION 6. The grievance shall be first presented informally to the Assistant Foreman. If the issue is not resolved at this stage, the grievance may be advanced formally to Step 1.

Step 1. The grievance, either orally or in writing, shall be presented to the Foreman. The Foreman, after investigation and deliberation, shall give his answer within two (2) working days. If the grievance is not settled at this level, the Employee may, within two (2) working days, request the Foreman to arrange for a meeting with the next level supervisor in an effort to resolve the grievance.

Step 2. The next level supervisor shall meet with the grievant and his Union representative, if he has elected to be represented, within five (5) working days after receipt of such request. After investigation and deliberation, the next level supervisor shall give his answer in writing within five (5) working days. If the grievance is not settled, the written response will include: (A) notice that a step 3 grievance, if any, must be filed no later than five (5) calendar days from the grievant's receipt of the step 2 answer; (B) identify the official, normally the Office Chief, with whom the step 3 grievance is to be filed; and (C) advice on contents of the step 3 grievance as specified below:

The grievance shall be in writing and must identify (1) the nature of the grievance; (2) the specific provision(s) of the Agreement believed to be violated; (3) the remedy desired.

The Union may raise no issue in a Step 3 grievance other than those raised at the step 1 or 2.

Step 3. The Chief of the Employee's respective office, or his designee, shall meet with the aggrieved and/or his Union representative within three (3) working days after receipt of the grievance appeal. The Office Chief, after due consideration shall issue a writ-ten decision within three (3) working days to the grievant and the Union representative.

If the Union is not satisfied with the step 3 decision, the Union may, within thirty (30) calendar days there-after, send a formal written notice to the Bureau Director of its intent to submit the grievance to arbitration. The Bureau Director retains the right to review the grievance and offer settlement to the Union.

SECTION 7. Grievances initiated by the Employer will be processed in accordance with the following steps:

Step 1: The Employer will present a grievance in writing to the Union within fifteen (15) calendar days after occurrence of the action or incident being grieved or within fifteen (15) calendar days after the Employer reasonably should have become aware of the matter at issue. The grievance will be delivered to

the Chief Shop Steward or his alternate. An additional copy will be faxed to the Business Representative. The written grievance will contain: (a) the specific nature of the grievance; and (b) the corrective action desired. The Union will advise the Employer of its decision with respect to the grievance in writing with fifteen (15) calendar days of receipt of the faxed grievance.

Step 2: If dissatisfied with the decision, the Employer may invoke arbitration under the terms of Article 16.

SECTION 8. It is agreed that when a grievance decision is accepted or the grievance terminated by the grievant at any step, it will be considered to be settled in its entirety, and no further action will be taken regarding the grievance.

SECTION 9. Nothing in this Article shall be construed to preclude an Employee from discussing personal concerns with the supervisor prior to filing a grievance. However, such informal discussions will not serve to alter or extend specified time limits should the Employee decide to file a grievance under this Article.

SECTION 10. An aggrieved Employee affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may at his option raise the matter under a statutory appellate procedure or this grievance procedure, but not both. For the purpose of this section and pursuant to Section 7121(e)(1) of the Federal Service Labor-Management Relations Act, an Employee shall be

deemed to have exercised his option under this section only when the Employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under this grievance procedure, whichever event occurs first.

SECTION 11. The following procedure will be used in grievances concerning adverse actions:

Step 1: Within fifteen (15) days of a final notice of decision, any complaint which involves an adverse action (as defined in Article 14) shall be submitted in writing by the concerned Employee or the representative to the Director of the Bureau of Engraving and Printing. The Employer will have fifteen (15) calendar days in which to answer the complaint.

Step 2: If the matter is not resolved to the satisfaction of the Employee at Step 1, the Union may invoke arbitration in accordance with the time limits specified in Article 16.

ARTICLE 16 ARBITRATION

SECTION 1. Issues to be submitted to arbitration must involve those matters covered by the negotiated grievance procedure in Article 15. Unresolved grievances may be referred to arbitration. Written notice must be served by the Union no later than thirty (30) calendar days following conclusion of the last step of the grievance procedure.

SECTION 2. Within fifteen (15) calendar days from the receipt of the arbitration request, the parties shall jointly or individually request the Federal Mediation Conciliation Services (FMCS) to provide a list of seven impartial individuals qualified to act as arbitrators. The parties shall meet within ten (10) working days after the receipt of the list. If the parties cannot mutually agree upon one of the listed arbitrators, then the Union will strike one name from the list of seven, the Employer will strike one name, and the procedure will be repeated. The remaining name shall be the duly selected arbitrator.

SECTION 3. The arbitrator's fee and expenses shall be borne equally by the Employer and the Union. All other expenses incident to the arbitration proceedings, and the expense of any mutually agreed upon services shall also be borne equally by the Employer and the Union.

SECTION 4. The arbitration hearings shall normally be held during the regular day shift hours of the normal work week. The grievant, not more than two (2) duty status Employee representatives, and Employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

SECTION 5. Either Management, the Union or the Arbitrator may decide to have arbitration hearings recorded and/or transcribed. If so, all resulting costs shall be shared equally by management and the union.

ARTICLE 17
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-1187); 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 Office of Personnel 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. Any change in the amount of membership dues (See Section 4a); and
 - 3. The name of any Employee who has been expelled or ceases to be a member in good standing of the Union within ten days of the date of such final determination.
- (D) Forwarding properly executed and certified SF-1187 to the Office of Personnel on a timely basis;

- (E) Promptly forwarding an Employee's revocation (memorandum or SF-1188) to the Office of Personnel when such revocation was submitted to the Union.

SECTION 3. The Employer is responsible for:

- (A) Permitting and processing voluntary allotment 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. The servicing personnel office is responsible for this notification;
- (D) Withholding new amounts of dues upon certification from the authorized Union official so long as the amount has not been changed during the past twelve months;
- (E) Transmitting remittance checks to the allottee designated by the Union, together with a listing of Employees for whom deductions were made and a copy of all revocation notices received in the payroll office.
- (F) Providing the following information on the remittance listing:
 1. The name of each Employee for whom deduction is being made, or has authorized to be made, during 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 2456, Carpenters and Joiners of America;
- (b) Amount withheld;
- (c) No deduction because Employee has been separated, transferred, or reassigned outside the recognition area covered by the agreement to withhold dues;

3. The gross amount deducted, and remitted.

SECTION 4. The parties agree that:

- (A) The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve 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 the first pay period after 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:
Beginning of first pay period following either March 1 or September 1 following receipt of certification in Payroll Office of revocation notice.
- (D) Termination due to loss of membership in good standing:
Beginning of first pay period after date of receipt of notification in Payroll Office.
- (E) Termination due to loss of recognition on which allotment was based:
Beginning of first pay period following loss of recognition.
- (F)-Termination:
 - (a) If action is effective first day of a pay period, termination of allotment will be at end of preceding pay period.
 - (b) If action is effective on any day other than first pay period, termination of allotment will automatically be at end of pay period.

ARTICLE 18 DURATION AND CHANGES

SECTION 1. This Agreement shall remain in full force and effect for three (3) years from the date approved by the Treasury Department and thereafter from year to year, unless written notice is given by either party to the other party in the period between 60 and 45 days prior to the end of any contract year of its desire to terminate this Agreement in its entirety, or of

its desire to effect changes herein by amendment; provided, that this Agreement shall terminate automatically on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with provisions of 5 U.S.C. (CRSA).

SECTION 2. A notice of desire to amend this Agreement, as provided in Section 1, will contain a summary of any amendment proposed. Within thirty (30) calendar days after receipt of notice by the addressee, the parties will meet to negotiate matters proposed for amendment or to negotiate a new Agreement.

SECTION 3. By mutual consent of the parties, this Agreement may be opened for amendment or added to by supplemental agreements. Any request for such amendment or supplemental agreements shall be in writing and must be accompanied by a summary of the amendment or supplemental agreement proposed. Within ten (10) working days after mutual consent to such request, representatives of the Employer and the Union will meet to negotiate the matter, and no changes other than those proposed shall be considered. Agreement shall be evidenced in writing duly executed by both parties, and must be approved by the Treasury Department. No other type of change in this Agreement shall be recognized.

SECTION 4. Any prior agreements or memorandum of understanding, if not specifically contained in this Labor-Management Agreement, are null and void effective with the ratification of this Agreement.