

LABOR-MANAGEMENT
AGREEMENT

between the

BUREAU OF ENGRAVING AND PRINTING
DEPARTMENT OF THE TREASURY

and

WASHINGTON PLATE PRINTERS UNION,
LOCAL NO. 2
INTERNATIONAL PLATE PRINTERS,
DIE STAMPERS AND ENGRAVERS
UNION OF NORTH AMERICA
AFL-CIO

effective
June 20, 1975

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PREAMBLE

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

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

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

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

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

NOW, THEREFORE, this Agreement is made and entered into by and between the Bureau of Engraving and Printing, hereinafter referred

to as the Employer and the Washington Plate Printers Union, Local #2, International Plate Printers, Die Stampers and Engravers Union of North America, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

PRECEDENTS OF LAW AND REGULATION

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

ARTICLE II

COVERAGE

The recognized bargaining unit includes, and this Agreement applies to and covers, all employees of the Bureau of Engraving and Printing, Washington, D.C., who are employed as apprentice and journeyman plate printers.

ARTICLE III
EMPLOYEE RIGHTS

SECTION 1. All employees shall have and shall be protected in the exercise of the right freely and without fear of penalty or reprisal to form, join and assist any labor organization or to refrain from any such activity.

SECTION 2. The Employer shall take such action consistent with law or with such directives from higher authority as may be required in order to assure that employees are apprised of the rights described in this Article and that no interference, restraint, coercion or discrimination is practiced within the Bureau to encourage or discourage membership in any labor organization.

SECTION 3. The Employer and the Union agree that nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

ARTICLE IV
EMPLOYER RIGHTS

The Employer retains the right in accordance with applicable law and regulations to direct

employees of the agency; to hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the efficiency of the Government operations entrusted to them; to, determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

ARTICLE V MATTERS SUBJECT TO DISCUSSION

SECTION 1. It is agreed that matters appropriate for discussion between the parties are personnel policies and practices and other matters related to working conditions. Discussions conducted under this Agreement may cover but are not limited to such matters as work environment, health, safety, labor-management cooperation, employee services, training, hours of duty, appeal systems, leave, promotion plans, services to the Union, etc., to the extent that the Employer is obligated to do so under Executive Order 11491 and any subsequent amendments.

SECTION 2. The Employer agrees to meet with the Union to discuss matters appropriate under Section 1 of this Article.

SECTION 3. The Union may be represented by a committee of five at the meetings referred to in this Article. The Employer recognizes that the Union may at times find it necessary to expand the size of its committee in order to make expertise available to itself. In such cases, the Union shall provide advance notice of its need to do so. Such expansion shall be subject to prior approval by the Employer when the additional representatives are employees.

SECTION .4. The Employer agrees that any meeting conducted under this Article shall be conducted during the normal tour of duty without charge to leave of the employees concerned and on facilities furnished by the Employer. In addition, the Union committee shall be granted up to 15 minutes in order to prepare for such meetings.

ARTICLE VI PAST PRACTICES

SECTION 1. It is agreed and understood that any prior work benefits and practices and understandings such as but not limited to existing smoking rules, provisions on employee use of telephones, interpretations of language in this Agreement which existed in the previous Agreement, etc., which are not

specifically covered by this Agreement, shall remain in force and in effect during the term of this Agreement unless otherwise mutually agreed to by the parties.

SECTION 2. Notwithstanding Section 1., the Employer, after discussion with the Union, may change a prior work benefit, practice or understanding which is;

- (a)-inconsistent with the designed use of equipment, technology or work processes, or
- (b)-reasonably provided to be a hazard to the health and safety of employees.

ARTICLE VII

UNION REPRESENTATION

SECTION 1.

(a)-The Employer agrees to recognize the Union Officers as well as the Advisory Chairman and Advisory men duly authorized by the Union.

(b)-The Union Officers referred to in this Agreement are the President, Vice President, Recording Secretary, and two Executive Committeemen.

(c)-The number of Advisory men shall be that required to assure that each employee in the Unit shall have ready access to an Advisory man on his work shift and in his section.

(d)--The Union Officers and the Advisory Chairman will be assigned to the day shift regardless of seniority.

SECTION 2. The Union shall supply the Employer in writing and maintain with the, Employer on a current basis a list of names of its Officers, Advisory Chairman, and Advisory men together with the designation of the section and shift each Advisory man is authorized to represent.

SECTION 3. Union Officers and designated representatives to Committees established under this Agreement will be on government time during all meetings with management and will receive reasonable time to develop information requested or required by the Employer if they would otherwise be in a duty status.

SECTION 4. Union Representatives, Advisory men and the Advisory Chairman shall represent the Union and employees of their designated sections and shifts. They may receive, investigate, prepare and present. complaints or grievances of employees of the. Unit as provided in the Negotiated Grievance Procedure using reasonable government time.

SECTION 5. Union Officers, representatives to Committees established by this Agreement,

and the Advisory Chairman, when leaving their work area, shall first obtain permission and the required pass from their immediate supervisor in accordance with Bureau regulations governing employee movement within the buildings. Permission shall also be obtained from the immediate supervisor of any employee being contacted. They will report their return to work to their supervisor. Normally such permission will be granted upon request to leave their work area to conduct appropriate business; and supervisors will make every reasonable effort in this respect consistent with work requirements.

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, normally during day shift hours, to the Bureau upon reasonable request to the Employer by the Union for the purpose of meeting with officials of the Employer or for meeting with officials of the Union and employees. Such visits will be governed by the Bureau's security and other pertinent regulations. The Employer reserves the right to require that such visitors be escorted to and from their meeting places by a representative of the Employer.

SECTION 7. The Employer agrees that it will do everything reasonable to avoid the

necessity of detailing or reassigning an advisory man from one work area to another or from one shift to another.

However, if such detail or reassignment is necessary, notice will be given to the advisory man involved as soon as possible after the Employer becomes aware of the need.

It is understood that this section will be implemented consistent with seniority and adequate qualifications for the detail or reassignment.

SECTION 8. While the intent of the Agreement is that in performing representational duties on government time or otherwise as provided in this Agreement an employee shall suffer no loss in pay, it is not intended that a Union representative shall accrue rights to premium or overtime pay solely on the basis of performing the functions or benefits allowed under this Agreement.

In other words, if a Union Officer, Advisory Chairman, Advisory man, or any other Union representative would not otherwise be scheduled to work during an overtime or premium period, the performance of representational duties during such a period shall not entitle him to any compensation by the Employer.

SECTION 9. The Employer agrees to grant administrative leave to representatives of the Union incident to training relating to matters within the scope of Executive Order No. 11491

as amended and of mutual concern to the Employer and the employees in their capacity as Union Representatives, in accordance with the following provisions:

(a)-During the first year of this Agreement, the total amount of administrative leave available to the Union for distribution among its representatives shall be 100 hours.

(b)-During each of the second and successive years of this Agreement the total amount of administrative leave available to the Union for distribution among its representatives shall be (1) 50 hours for Union sponsored training and (2) 16 hours for third party (neutral) sponsored training. (c)-The Employer shall grant the requests for training and administrative leave when given timely notice and the scheduling does not interfere with production requirements.

(d)-It is understood that the Administrative Leave provided for is to be allocated in segments which normally do not exceed eight hours per employee.

ARTICLE VIII HOURS OF WORK AND BASIC WORK WEEK

SECTION 1. The normal basic work week shall consist of five days, Monday through Friday, inclusive. The normal regular hours

of work for all employees shall not exceed eight hours a day, forty hours a week.

SECTION 2. The standard work day shall consist of eight (8) hours which shall normally begin at 7:30 a.m. If an evening shift is necessary, it shall normally begin at 3:10 p.m., and shall consist of eight (8) hours. If a midnight shift is necessary, it shall normally begin at 10:50 p.m., and shall consist of eight (8) hours.

SECTION 3. Reasonable time not to exceed 10 minutes will be allowed employees for cleanup before lunch.

SECTION 4. Reasonable time will be allowed employees to clean tools and existing presses and equipment at the end of each shift. Fifteen (15) minutes personal cleanup time will be allowed for those employees re to change clothes.

SECTION 5. All employees working on the evening and midnight shifts shall receive a shift differential as provided by law regulation and Comptroller General decision.

ARTICLE IX PAY

SECTION 1. Once, during each twelve month period of this Agreement the Union may propose in writing changes or modifications to the Employer's pay system applicable to Unit employees. Within **10 days after**

receipt of the Union's proposed changes the Employer will meet with the Union for the purpose of seeking clarification and explanation. Within thirty days of receipt of the Union's proposals the Employer and the Union will meet to consult on the Union's proposals and will then have thirty days in which to attempt to reach agreement on any changes.

SECTION 2. In the event that no agreement is reached as a result of Section I above, then the Union may within 10 days of the date discussions terminate under Section I, request a meeting with the Director to consult on the unresolved issues. The Director or his representative shall meet with the Union within 10 days after receipt of a request for a meeting.

SECTION 3. Within 25 days after a meeting with the Union under Section 2 above; the Director or, if he is not available, his representative shall provide the Union with his written decision on the unresolved issues. The written decision shall provide specific responses to each issue including rationale.

SECTION 4. The Employer agrees to recommend to the Department of the Treasury, if necessary, . the implementation of any agreement reached between the parties as a result

of the consultative process outlined in this Article.

SECTION 5. Only a violation, of the procedure established in this Article is subject to the grievance and arbitration provisions of the Agreement. In all other matters related to the contents of this Article the Director's decision is final and binding and is not grievable, arbitrable, or appealable.

SECTION 6. The term "days" as used in this Article means calendar days. The term "consult" as used in this Article means to meet and discuss in good faith, exchange ideas and proposals and attempt to reach agreement; however, consult shall in no way be interpreted to impose on the Employer any obligation to negotiate.

ARTICLE X OVERTIME

SECTION 1. All hours worked before and after an employee's standard 8 hour work day shall be considered overtime.

SECTION 2. Overtime work shall be paid for at appropriate overtime rates and will be distributed as equally as possible among Plate Printers trained on the equipment involved in the overtime work.

SECTION 3. Where it is necessary to maintain rosters **of overtime work to assure such**

equal distribution, they will be available for review by the Union upon request. Separate rosters shall be maintained for journeymen and apprentices. 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 provide the overtime required by the assignment of another available employee from the same rotation roster.

The Employer will post an overtime assignment list, including the names of all Unit employees, 24 hours in advance if possible, of scheduled weekend or holiday work.

SECTION 4. An employee required to work overtime outside of the basic work week will be guaranteed 4 hours of work provided the employee is at his work place, ready to work at the time scheduled to report for duty. However, an employee who upon request is granted an early out pass shall not be guaranteed 4 hours of work.

SECTION 5. Employees will normally not be required to work weekends or holiday overtime on a shift other than their normal basic work week shift.

SECTION 6. Call back pay will be paid in accordance with Federal Personnel Manual Chapter 532-1. .

SECTION 7. Employees whose medical records indicate their assignment to overtime work

may be injurious to their health will not be assigned overtime work. Medical records include those resulting from examinations by the Bureau Medical Officer, medical examinations by or on behalf of the Employer, and reports by the employee's physician. The latter shall contain a clear explanation of the nature and extent of the illness or disability as well as a statement of prognosis.

In cases of indefinite but non-chronic disability, the record shall be updated each three months.

SECTION 8. No employee shall be required to start the next regular day of work until the expiration of 8 hours from the time released from duty on the last shift worked.

ARTICLE XI SICK LEAVE

SECTION 1. Employees will earn sick leave in accordance with applicable statutes and regulations.

SECTION 2. Employees shall not be required to state the nature of their illness when reporting they are sick. Supervisors shall consider the employee's certification as to the reason for his absence as evidence administratively acceptable for the granting of sick leave for a period not to exceed 7 calendar days exclusive of those holidays established

by statute. For those absences in excess of that time period a Medical Certificate or such other evidence acceptable to the Employer **will** be required. An employee placed under a requirement for a Medical Certificate for a lesser period shall be provided advance notice in writing of such requirement for each absence due to illness or doctor's appointment. This requirement will be reviewed after six months to determine whether or not, based upon the employee's use of sick leave during that period, the requirement should be lifted. No employee shall be counseled, otherwise warned or disciplined solely because of his sick leave balance nor shall that fact be considered in evaluating his performance.

SECTION 3. Sick leave for routine medical and dental appointments should be granted on an individual basis depending upon the time of the appointment and whether or not the employee is permitted to report late or return to duty after the appointment.

SECTION 4. Employees who state they are ill and wish to be excused from duty shall not be required to visit the Medical Office prior to leaving work.

SECTION 5. An employee who is entitled to a certificate for accumulation of sick leave, shall receive the certificate only upon request.

SECTION 6. An employee will give notice to his supervisor of an unanticipated , need

for sick leave as soon as possible and no later than two (2) hours after the time scheduled to report for duty on the first day of absence. If the degree of illness, injury or other difficulties encountered prevent compliance with the two (2) hour limit, the employee will give such notice as soon as possible thereafter.

If the notice is given after the first two hours but before the end of his shift on the first day, the recordation of AWOL will be amended, if appropriate.

If not appropriate, or if the notice is given subsequent to the first day, the employee will be issued an AWOL Charge Notice giving the employee an opportunity to explain.

SECTION 7. Sick leave will also be granted to employees who are required to remain home either because they are quarantined due to a contagious disease in the immediate family or because they are needed to administer to a member of their immediate family who is stricken with a contagious disease as defined in FPM Chapter 630. For purposes of this Section, immediate family is defined as spouse, children' and any other dependent family members residing in the employee's household.

SECTION 8. Unearned sick leave shall be advanced to an employee with career or career-conditional status for not less than five

(5) consecutive days and not exceeding a total of thirty days on request for advancement of such unearned sick leave, provided there is reasonable reason to believe that the employee will return to duty at the Bureau. It is also agreed that the employee's annual leave will be prorated until all sick leave is re-paid. Requests for advanced sick leave will be accompanied by a certificate signed by a registered practicing physician or other practitioner, which will provide the nature and seriousness of the illness or injury and the probable date of return to duty. Advanced sick leave will not be granted where it is not warranted and will be handled on a case basis.

ARTICLE XII

ANNUAL LEAVE

SECTION 1. Employees shall be given an opportunity to use all annual leave accrued or normally advanced during the year. Approval of an employee's request for annual leave will be granted when he has given his supervisor reasonable notice to permit arrangements to be made for the staffing necessary to meet work requirements. In the event the employee's request is for a day or days for which more requests have been received than can be approved consistent with work requirements, approvals will be granted on

the basis of the earliest request received.

SECTION 2. The granting of summer and Christmas leave shall be determined by a drawing in each plate printing section and shift after employees in the unit have submitted in writing the first and second choice of dates that they desire after an appropriate period of time has elapsed since posting of notice. Such drawings shall be conducted by the supervisor and Union representative in each plate printing section and shift.

SECTION 3. Every effort will be made to adhere to leave scheduled in accordance with Sections 1 and 2 of this Article. If, however, the Employer cannot avoid cancelling previously approved leave because of a work emergency or a pressing work situation of such importance as to preclude the use of annual leave by certain employees, the reasons for such actions will be explained to the affected employees) and the Union at the earliest possible time and every effort will be made to reschedule leave for such employees at another time most nearly suitable to their preference.

SECTION 4. Emergency leave requests shall be handled on an individual basis as they occur.

SECTION 5. Whenever possible consistent with production requirements employees will

be granted annual leave for a work day which occurs on a religious holiday.

SECTION 6. An employee shall be granted annual leave or Leave Without Pay (in the event that annual leave is not available) not to exceed three days in order to attend the funeral of a spouse, child, parent or parent-in-law.

SECTION 7. In the event the Employer declares a policy of liberal leave, efforts will be made to provide work for affected employees who do not have annual leave.

SECTION 8. The Employer intends to institute a system for charging leave in increments of 15 minutes. This system will be implemented as soon as programming and computer availability permit or another economically feasible system is available.

SECTION 9. As soon as the system noted in Section 8 above is operative employees will be permitted to depart the Bureau in 15 minute increments beginning on the hour.

SECTION 10. An employee is considered tardy unless he is at his workplace ready for work at the time scheduled to report for duty. At such time that leave is computed in 15 minute increments, tardiness will be excused or charged as follows:

(a)-Unless an employee is subject to a leave restriction because of tardiness, supervisors shall

excuse without charge to leave up to one-half hour of tardiness for each of the first four such occasions in a rating year.

(b)-Subsequent occasions of tardiness shall be charged to appropriate leave in increments of 15 minutes.

(c)-Exceptions to the foregoing will be made only when there is a general excusal by the Director in cases such as hazardous weather.

(d)-An employee will not be required to work while in a leave status.

SECTION 11. The Employer shall keep no forms other than official forms, available for inspection by the employee, for the recording of employees' annual leave usage. An employee's leave balance shall not form the sole basis for any counseling, warnings, discipline, or be used as a part of any performance rating.

ARTICLE XIII

ADMINISTRATIVE LEAVE

SECTION 1. As a general rule, the Employer agrees that when the voting polls are not opened at least three (3) hours either before or after an employee's regular hours of work, he may be granted an amount of administrative leave for the purpose of voting

which will permit him to report to work three (3) hours after the polls open or leave three (3) hours before the polls close whichever requires the lesser amount of time. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed, for the purpose of voting, not to exceed one day, to enable him to vote depending upon the particular circumstances of his individual case.

SECTION 2. The Employer agrees that whenever it becomes necessary to close all or part of the Bureau because of inclement weather or any other emergency situation and to grant administrative leave to those who are excused because of the emergency, reasonable efforts will be made to inform all employees by private or public media. If emergency conditions described above exist and prevent an employee from getting to work and the Bureau is not closed, the employee may be granted administrative leave for absence from work for a part or all of his work day, if he provides the Employer with reasonably acceptable documentation that he made an effort to reach work and that the emergency condition prevented him from doing so. The Employer may waive the requirement for documentation for absences of two (2) hours or less.

SECTION 3. An employee donating blood will, upon request, be granted administrative leave on the day the donation is made for recuperation and any travel time in accordance with existing Bureau policy and practice.

ARTICLE XIV

COURT LEAVE

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

(a)-Jury duty in the State, District of Columbia, or Federal Court; or

(b)-As a witness for the Government of the United States or the District of Columbia.

(c)-As a witness in a judicial proceeding on behalf of a State or local government.

(d)-Is summoned or assigned by the Department to testify in a nonofficial capacity on behalf of the United States Government or that of the District of Columbia.

The employee will turn in to the Office of Financial Management the fees received for such service and will receive his regular compensation including appropriate shift differentials.

An employee so summoned will notify his supervisor promptly so that arrangements for his absence may be made.

Service of an employee on jury duty or any other special assignments will not preclude consideration for assignment to work on premium pay days providing the employer is notified of the employee's availability two days in advance.

ARTICLE XV LEAVES OF ABSENCE

SECTION 1. The Employer agrees to grant leaves of absence without pay to employees having valid and reasonable reasons in accordance with the provisions of the Federal Personnel Manual.

SECTION 2. The Employer agrees that the Union may designate a reasonable number of employee members as representatives elected or appointed to a Union office or as delegate(s) to any Union activity necessitating a leave of absence, and upon timely written notification to the Employer by the Union, such employees) shall be granted annual leave or approved leave without pay.

SECTION 3. Employees in approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under Group Life Insurance

and Federal Employees Health Program in accordance with laws and regulations.

ARTICLE XVI
TRADE JURISDICTION ON NEW EQUIPMENT

It is agreed that in order to provide the Union with sufficient notice regarding the acquisition of any new equipment other than equipment to be used in a laboratory for testing materials, that might have an adverse impact on employment opportunities for members of this Unit; and to provide the Union the opportunity to make its views known to the Employer the following procedures are established.

SECTION 1. The Employer agrees to give written notice to the Union within 30 days after contracting to acquire any new equipment to be used in lieu of, as a substitute for, or in addition to any equipment currently being operated by members of this Unit.

SECTION 2. ,fit any time during the installation of such equipment, but prior to detailing or assigning

Bureau employees to operate the equipment:

(a)-The Union will be permitted to make an inspection of such equipment.

(b)--The appropriate Office Chief will meet with the Union in order to discuss the purpose and operation of this equipment.

SECTION 3. After the equipment has successfully completed its acceptance run and after it has been placed into full operation by the Employer, the Union will be given 60 days within which to submit its position in writing as to the skills required and types and numbers of employees by whom such equipment will be operated.

SECTION 4. Within 90 days after the equipment has been placed into full operation, the Office Chief will inform the Union in writing of his final determination regarding the skills required and the type and number of employees by whom such equipment should be operated. This determination will be based on the Union's written submission if made as well as all other available information including past practices regarding trade jurisdiction.

SECTION 5. In the event the Union disagrees with the final determination reached by the Office Chief, it may within 10 days appeal that determination to the Director, Bureau of Engraving and Printing who shall make a final decision based on all the information contained in the existing record including past practices regarding trade jurisdiction.

SECTION 6. The final decision made by the Director, Bureau of Engraving and Printing is not grievable or arbitrable.

SECTION 7. Nothing in this article shall in any way limit or prevent the right of the Employer to staff such equipment during the period between its acquisition and the Director's final decision, or to change at any time the number of employees assigned to operate such equipment.

SECTION 8. If, as a result of the final decision made by the Director, additional training of employees of this Unit is required, the parties agree to meet to consider and develop a formalized program of training.

SECTION 9. It is agreed that if, during the life of this Agreement, the Employer negotiates an agreement with any other Craft Unit expressly granting it the privilege to grieve and/or arbitrate a final decision by the Director in contravention of Section 6 above, this Agreement will be automatically amended to incorporate such privilege.

ARTICLE XVII

SENIORITY

Government seniority will be administered according to law. Bureau seniority as a plate printer will be based upon service in the Bureau as a journeyman plate printer plus time served in the Bureau as an apprentice plate printer. Apprentices will not assume Bureau seniority as plate printers until completion of their apprenticeship.

Bureau seniority as a plate printer is the seniority which will be used for the purpose of this Agreement whenever the word "seniority" appears unless otherwise indicated.

ARTICLE XVIII

ASSIGNMENT AND DETAIL

SECTION 1. Notice will be posted for any press assigned as of July 17, 1974, if it is to be reassigned. Chance printers will be assigned on a daily basis according to their seniority in the assigned section. Normally senior chancemen will be given presses with the greatest likelihood of runs. In the event a chance printer's run is temporarily interrupted, he will be assigned to another press run in accordance with his seniority. When an assigned press is stopped for advanced planning the printer assigned to that press takes his place on the chance line according to his seniority. During the basic work week, excluding holiday or overtime periods, a unit employee whose press becomes idle after the start of a shift will be detailed without regard to his seniority to another press, to craft related duties or be given the option of taking a pass if consistent with production requirements.

During the basic work week, excluding holiday or overtime periods, any printer who

notifies his supervisor that he will be no more than one hour late in arriving at his section and, arrives no more than one hour late will be given a craft related assignment without regard to his seniority. A printer who is a few minutes late in arriving at his section through no fault of his own will be given his normal press assignment. If a press is not operable at the start of a shift but will be ready within a two (2) hour period the printer will be assigned or detailed to that press provided make-ready to be accomplished would require that period of time.

SECTION 2. A change in shift assignment may be made by a printer's written request in accordance with his seniority. Any printer so assigned may not request a reassignment within a period of one (1) month. If evening and/or midnight shifts do not run, the printers on these two (2) shifts shall assume their seniority rights on day work in the sections to which they are detailed to work.

SECTION 3. In the acquisition of new equipment, the Employer reserves the right to select personnel for detail until such time said equipment is determined by the Employer after consultation with the Union to have attained full operating efficiency. Additional details thereafter will be made in accordance with

seniority as described in Section 6 of this Article.

SECTION 4. A qualified Plate Printer or a qualified Apprentice must be in attendance at any press equipped with plates when such press is being repaired and the press must be operated incident to such repair except in circumstances of preventive maintenance wherein alternative provisions will be made by the Plate Printing Division.

Nothing in this section shall preclude a Foreman of Plate Printers, instead of a qualified Plate Printer or qualified Apprentice, from jogging a press when necessary incident to repair.

SECTION 5. Acting foremen trained to supervise an area shall not work presses there until entitled to such assignment by virtue of seniority. In recognition of this principle and the Employer's right to train acting supervisors on any type of equipment, regardless of seniority, it is agreed that such training:

1. Shall not be qualifying training for assignment to that area as a plate printer.
2. Shall not exceed 15 working days.

SECTION 6. Details, assignments and reassignments including shift changes will be made on the basis of seniority if sufficient numbers of trained employees do not volunteer or if too many trained employees volunteer.

SECTION 7. An apprentice will not "bump" or displace a qualified journeyman plate printer unless a vacancy exists on a team operated press and a qualified journeyman and a qualified apprentice are available for assignment to the team. In that case the qualified journeyman will fill the vacancy.

ARTICLE XIX

APPRENTICE TRAINING

SECTION 1. It is in the interest of both the Employer and the Union that apprentices receive training sufficient to enable them to perform satisfactorily as journeymen plate printers in the Bureau of Engraving and Printing. Accordingly a Joint Apprenticeship Committee, composed of two members named by the Union and two members named by the Employer, is hereby established.

SECTION 2. *This* Joint Committee shall:

(a)-Review the Apprentice Training Program for the purpose of ensuring a continuing effort to strengthen and improve the training.

(b)-Meet monthly when there are Apprentice Plate Printers on the rolls of the Bureau.

(c)-When there are no Apprentice Plate Printers on the rolls of the Bureau, meet at

the request of either party to discuss training of future apprentices.

(d)-Monitor the operation and administration of the Apprentice Training Program; and discuss problems relating to the implementation of the program.

Unanimous recommendations of the Joint Committee shall be binding on both parties to this Agreement.

SECTION 3.

(a)-It is agreed that the existing Apprentice Training Program provides for:

1. Bureau orientation and assignment to mender, distributor, stacker and other miscellaneous assignments as part of the first year of training.
 2. Fifteen weeks of training on each of the following presses:
 - a. DeLaRue
 - b. Cottrell
 - c. High speed sheet fed press
 - d. High speed web fed press
- (b)-The Employer agrees not to unilaterally change items (1) and (2) above unless:
1. The change is based on a change in production equipment or a work emergency or a pressing work situation-and
 2. The proposed change has been submitted to the Joint Committee; and the

Joint Committee has notified the Employer that it cannot reach agreement on the change; or the Joint Committee has failed to reach agreement within 15 working days, whichever comes first.

SECTION 4. During the last 4,160 .hours of the Apprentice Training Program, an apprentice's training will not be interrupted unless his detail to other duties in the Plate Printing Division is made necessary by a priority production requirement that cannot be adequately staffed by other available Plate Printing Division personnel including qualified employees who volunteer for overtime work.

SECTION 5. The duration of the Plate Printer Apprenticeship shall be 8,320 hours in an in-pay status, including overtime. This hourly computation for apprentices currently on the rolls will become effective for each apprentice upon completion of the current six month (1040 hour) increment of training. In order to insure a minimum of training the following types of absence and their impact on the training period, will apply:

(a)-Absence on Court Leave and Military Leave *WILL* count toward training time.

(b)-Continuation of pay incident to a compensation claim *WILL NOT* count toward training time:

(c)-Any other absence in excess of 312

hours in a leave year WILL NOT count toward training time.

ARTICLE XX

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

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

SECTION 3. At least annually, each employee will be required to review his job description under the Maintenance Review program and to identify any disagreement with it. The employee may at other times during the year, however, avail himself of the opportunity to ask for a review of his job description in connection with any dissatisfaction he may feel relative to its accuracy. The employee may represent himself or request the Union to represent him.

ARTICLE XXI

PERFORMANCE EVALUATION

SECTION 1. It is agreed and understood that as required by the Performance Rating Act of 1950 it is the Employer's responsibility to evaluate work performance of employees and to rate each employee accordingly. Such rating must be given annually except that unsatisfactory performance ratings may be given at any time during the year after appropriate notice of intent to rate unsatisfactory. All performance ratings shall be given by the employer in a fair, objective, and reasonable manner on Form No. 1884-4, attached to this Agreement.

SECTION 2. The implementation of this Article shall be governed by the following

definitions and instructions; and shall become effective for the rating year beginning on October 1, 1975.

(a)--Unscheduled absence is any absence not arranged for prior to the close of the employee's previous shift.

(b)--Unscheduled lateness is the failure of an employee to be at his workplace ready to work at the time scheduled to report for duty unless arranged for prior to the close of the employee's previous shift.

(c)--Absences caused when an employee reports for work and is subsequently excused on annual leave or LWOP or sick leave when the Medical Office is closed; or the employee is marked "Unfit for Duty" by the Medical Office shall NOT be counted as unscheduled absences.

(d)--An employee before being given a written warning for unscheduled absence **shall** have his leave reviewed. In the event that the employee had worked 30 days of overtime during the rating period then the written warning shall be held in abeyance until another occasion of unscheduled absence occurs. In other words, for each 30 days of overtime worked, one additional occasion of unscheduled absence shall be

permitted before a written warning or restriction is issued.

(e)-Since Leave Restrictions for unscheduled absences may apply to the use of sick leave, annual leave, or both, the applicability of a Leave Restriction for 11 occasions or more of unscheduled absence, shall be governed by the following criteria:

1. The restriction will apply to the type(s) of leave in which 4 or more occasions are involved.
2. Additional occasions incurred during the restriction period will result in broadening the application of the restriction.

Examples:

(a)-7 occasions sick leave; 4 occasions annual leave results in restriction of *BOTH SICK AND ANNUAL LEAVE*.

(b)-8 occasions annual leave; 3 occasions sick leave results in restriction of annual leave only. However, an additional occasion involving sick leave during the restriction period will result in a restriction of sick leave.

SECTION 3. The final overall rating of Outstanding, Satisfactory or Needs Improvement

shall not be grievable or arbitrable but is subject to a statutory appeals system provided in TPM Chapter 430.

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

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

ARTICLE XXII DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1.

(a)-The Employer has the sole responsibility for initiating and effecting disciplinary and adverse actions. Such actions will be for just cause.

(b)-An adverse action for the purpose of this Article is defined as a removal, suspension for more than thirty days, furlough without pay, or reduction in grade, rank or pay. A disciplinary action for the purposes of this Article is defined as an oral admonishment confirmed in writing, a written reprimand or suspension for thirty days or less.

(c)-The adverse action provisions of this Article apply to Unit employees who have

completed their probationary period.

(d)--A meeting between an employee and his supervisor and/or other line management officials during which the principal topic of discussion is disciplinary action or to propose disciplinary action will entitle the employee involved to request the presence of his union representative at the meeting.

SECTION 2.

(a)-In all cases of adverse action, an employee will be given written notice of the specific charges which form the basis of the proposed adverse action at least (30) days in advance of the action. The employee will be given an opportunity to respond orally and/or in writing to the charges prior to the decision on the charges. The response may include written statements of persons having relevant information concerning the charges.

(b)-The Employer agrees, except in the case of emergency suspensions related to adverse actions, to provide an employee with a Notice of Suspension at least seven calendar days prior to the effective date in cases of suspensions of thirty days or less.

SECTION 3. An employee in an adverse action or suspension for thirty days or less

will, upon request, be furnished a copy of that portion of all written documents which contain evidence relied on by the Employer which form the basis for the charges.

In cases of adverse action appeals, an employee will be given a copy of the Employer's appeal file as provided by law and regulation. In cases of suspensions for thirty days or less, an employee, upon request, will be furnished a copy of the Employer's Grievance File at the third step of the negotiated grievance procedure.

SECTION 4.

(a)-An official, in his notice of adverse action decision, will inform the employee of the disposition of each of the "reasons" in the notice of proposed adverse action.

(b)-An employee who is issued a notice of Proposed Adverse Action for reasons of inefficiency will be informed of the availability of disability retirement; and of his right to apply for disability retirement if he feels he is eligible.

ARTICLE XXIII

HEALTH AND SAFETY

SECTION 1. The Employer will continue to provide and maintain safe and healthful working conditions for its employees; **and the Union**

will encourage all Unit employees to work in a safe manner.

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

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

SECTION 4. When an employee is required to work in an area where the published safety standards have been exceeded, even with the use of personal protective equipment, the Employer agrees to provide such employee physical examinations to determine whether the employee can continue to work safely in that area. The scope and frequency of such examinations shall be determined by the Bureau Medical Officer or in his absence, another competent medical authority.

SECTION 5. 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 serious physical harm immediately, or before the imminence of such danger can be eliminated, all Unit employees not necessary for abatement of the dangerous condition shall be withdrawn from that work area.

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

SECTION 7. A sub-committee of the Division Safety Committee consisting of two Management and two Union members is hereby established. The role of this Committee is to advise and assist the Employer in carrying out its safety responsibilities as it applies to Unit employees. Specific functions of the Committee are:

1. Continue to make monthly inspection of plate printing work sites.
2. To participate in the scheduling of Unit employees to be tested incident to the Hearing Conservation Program.
3. To receive copies of official reports regarding lost time injuries sustained by Unit employees.

4. To receive monitoring reports of standards established under Section 6 of this article.
5. To discuss with the Bureau Safety Manager and make recommendations regarding safety practices, procedures, standards and complaints.

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

SECTION 9. Unit employees shall not perform repair work on equipment while it is in motion unless necessary because of the nature of the repair; and no Unit employee shall operate a press in a Plate Printing Section unless another person is present.

SECTION 10. In the event the Union charges that the Employer is not complying with its published standard; and the parties cannot resolve the issue; then, within 30 days, the dispute shall be submitted for resolution to

Biospherics, Inc.
Attn: Mr. Shaheen
4.928 Wyaconda Road
Rockville, Md.
770-7700

or

Ray F. Weston, Inc.
Attn: Jerry L. Hebb
Weston Way
Westchester, Pa. 19380
(215) 692-3030
D.C. Telephone 659-4989

or

Gannett, Fleming, Corrdry, and
Carpenter, Inc. Attn: W. Joseph
Jacobs Capital City Center Camp
Hill Bypass P. O. Box 1963
Harrisburg, Pa. 17105 (717)
238-0451

with request for an answer as soon as possible, but no longer than 60 days.

This shall be the sole method for resolving such disputes; and the cost shall be shared equally by the parties.

ARTICLE XXIV PROMOTIONS

SECTION 1. Promotions to Supervisory positions for which Unit employees may be eligible will be made in accordance with established policy and procedures. A copy of the Employer's Supervisory Promotion Plan and any changes thereto will be furnished to the Union.

SECTION 2.

(a)-It is understood that:

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

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

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

ARTICLE XXV

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

(a)-The Plate Printing Division Equal Employment Opportunity Committee will be continued by the Employer. Plate Printer membership on this Committee will reflect

the ratio of Unit employees to others in the Plate Printing Division.

(b)-The Employer will provide an opportunity for the Division EEO Committee to make comments and recommendations on the Bureau's proposed EEO action plan; and the Committee shall have the responsibility for monitoring the implementation of the approved plan as it impacts on Division employees.

SECTION 2. One of the Plate Printing craft employees on the Division EEO Committee will be appointed by the Union and will serve for a term of not less than one and not more than two years.

ARTICLE XXVI

PERSONNEL RECORDS

SECTION 1. Employees' Official Personnel Folders shall be maintained in accordance with applicable CSC regulations. Accordingly, an employee's Official Personnel Folder shall contain only such documents and records as provided for by law or regulation and germane to his employment. An employee and/or his representative, designated in writing on each occasion may, upon request, have access to review or photocopy such documents therein as may be required. An employee or a designated representative shall permit the Employer

the opportunity to provide adequate supervision over the review.

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

SECTION 3. Cards and/or files maintained by the Employer which are to be used for the purposes of evaluating an employee under the terms of this Agreement will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee is made aware of the presence of such material.

ARTICLE XXVII

REDUCTION IN FORCE

SECTION 1. The Employer will notify the Union as soon as possible after it learns that there is a possibility of a reduction in force effecting the members of the unit. When a reduction in force is decided upon by the Employer, the Union will be notified as soon

as possible after such decision and prior to notification to the affected employees. The information to be furnished to the Union in the latter case will be the competitive levels initially affected, the number of employees involved, the proposed effective date and the reasons for the action.

SECTION 2. As soon as possible after notification is made under Section 1 above, a joint labor-management committee will be convened to attempt to develop methods and programs to minimize the adverse effects on unit employees of the decision to effect a reduction in force. The committee will consist of three members appointed by the Employer and three members appointed by the Union. Recommendations will be made to the Employer by this committee. Unanimous recommendations will be binding upon the Employer; and the Employer will give consideration to minority recommendations. The recommendations of the committee will be transmitted to the Employer at such time prior to the effective date of any RIF action as will enable effective implementation of its recommendations. Nothing in this Article shall in any way abridge the Employer's right to take action in the absence of a timely unanimous recommendation by the joint labor-management committee.

ARTICLE XXVIII
FACILITIES AND SERVICES

SECTION 1. The Union will be provided with exclusive bulletin board space in each Plate Printing section to be used by it for the posting of union material. Material posted must be reasonable in size and must contain nothing that would seem to identify it as official Bureau material or to imply that it is sponsored or endorsed by the Bureau. The content of such material must meet the criteria set forth in Treasury Personnel Manual Chapter 711-7-3.

SECTION 2. A parking space will be made available, if possible, on an as needed basis for use by an Officer of the Union provided timely notice is given the Employer and the Union can not make feasible alternate plans for parking.

SECTION 3. The Employer recognizes the Union's need for space suitable for investigating and preparing grievances and for preparing for meetings with the Employer. Accordingly, upon timely notice, the Employer agrees to make available space in the employees cafeteria during the following hours 9:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:30 p.m., if more suitable space is not available. Use of these areas by Bureau employees is subject to the same clearances required of Union

Representatives when leaving their work area.

SECTION 4. The Union may distribute literature on the Employer's premises only during non-duty hours of the employees distributing and receiving it. The content of such material must meet the criteria set forth in Treasury Personnel Manual Chapter 711-7-3.

SECTION 5. The Employer agrees to inform the Union of new unit employees attending orientation classes and further agrees to introduce the Union representative who will be available to such employees during break time in their orientation period.

SECTION 6. A copy of this contract will be printed by the Employer in booklet form approximately size 3 1/2" by 5" long and provided to each employee in the unit. In addition, the Employer agrees to have sufficient copies of this contract printed to distribute to new employees entering the unit and to provide the Union with 25 copies.

SECTION 7. The Employer agrees to provide ready access, between the hours of 9:00 a.m. and 5:00 p.m., to its copies of the Treasury and Federal Personnel Manuals.

SECTION 8. The Employer will provide a non-employee Union representative space on the Employer's premises when it is necessary to discuss any matters surrounding a potential grievance, grievance, disciplinary action or other appeal action.

SECTION 9. The Employer agrees that a Union representative may use a government telephone, located in a Plate Printing Section, for making calls necessary to the implementation of this Agreement.

ARTICLE XXIX
MISCELLANEOUS PROVISIONS

SECTION 1. The Employer will bear the full expense for all special clothing, tools, and/or equipment that it may require the employees to use.

SECTION 2. 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. This does not preclude general publicity of the programs by the Employer. It is further agreed that oral encouragement will only be permissible when given to groups of five or more employees.

SECTION 3. 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 4. The Employer will continue to provide a retirement planning program on an as needed basis in which all employees within 3 years of eligibility for retirement may voluntarily participate.

SECTION 5. The Employer will continue to make available individual counseling assistance, information and material. When appropriate, the Employer will inform individual employees regarding eligibility for disability and discontinued service annuities.

ARTICLE XXX GRIEVANCE PROCEDURE

SECTION 1.

(a)-The purpose of this Article is to provide an orderly method for the disposition and processing of grievances which may arise from time to time as a result of the interpretation and/or application of the terms of this Agreement, but does not apply to any matter for which statutory appeals procedures exist; and any exclusion identified elsewhere in this Agreement.

(b)-Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure shall be referred to the Assistant Secretary of Labor for Labor-

Management Relations for resolution.

SECTION 2.

(a)-Grievances under this Article may be initiated by employees of the unit either singly, jointly or by the Union on behalf of itself or employees.

(b)-When an employee initiates a grievance and elects not to be represented by the Union, the Union must be given the opportunity to be present at Steps 2, 3, and 4 of this Grievance Procedure and at the adjustment of the grievance. The Employer will resolve all grievances presented under such circumstances consistent with the terms and conditions of this Agreement.

SECTION 3.

(a)-The Employer recognizes and endorses the importance of bringing to light and adjusting grievances promptly.

(b)-in the exercise of this right, employees, Union Representatives, and witnesses shall be free from any and all restraint, intimidation, interference, coercion, discrimination, or reprisal.

(c)-Grieving employees will have the right to be accompanied, represented, or advised by the Union at any stage of the proceeding.

(d)-The term "designated Union Representative" as used in this Article shall mean

one of the following five Union Officers:

1. President
2. Vice President
3. Recording Secretary
4. Executive Committee Members (2)

SECTION 4. This procedure will be the only procedure available for the processing and final disposition of grievances relating to the terms of this agreement.

SECTION 5. Except as may be otherwise provided in other articles of this Agreement, grievances will not be considered unless they are taken up with the Employer within 15 working days after the incident which gives rise to the grievance or within 15 working days after the aggrieved became aware of or should have reasonably become aware of the matter out of which the grievance arose.

SECTION 6

STEP 1. The grievance shall first be taken up by the employee concerned and/or his Advisory man with the appropriate foreman in the work area in an attempt to settle the matter. If no immediate settlement is made, the foreman must give his answer or decision within 2 working days of the meeting.

STEP II. If the grievance is not settled as a result of Step I, the aggrieved shall within

2 working days request a meeting with the Division Superintendent. The Division Superintendent shall meet with the aggrieved and/or a designated Union Representative within 3 working days after the date on which the meeting was requested. Every effort shall be made to resolve the complaint by informal discussion at this step. The Superintendent will give the aggrieved a decision within 3 working days after the meeting.

STEP III: If the aggrieved is not satisfied with the answer received as a result of Step II, he shall within 3 working days reduce his grievance to writing and submit it to the Chief, Office of Currency and Stamp Printing. In submitting the grievance in writing, the employee must identify:

- (a)-the nature of the grievance;
- (b)-the specific provision(s) of the Agreement that was violated;
- (c)--the corrective action desired; (d)--his representative.

The Chief, Office of Currency and Stamp Printing will meet with the aggrieved and/or a designated Union Representative within 3 working days of receipt of a written grievance. The Office Chief will supply his decision in writing within 3 - working days of the meeting.

STEP IV. The aggrieved, if not satisfied with the determination reached in Step III, shall within 5 working days, request that the matter be forwarded to the Director. The Director or his designee shall have 5 working days after receipt of such request within which to meet with the aggrieved and/or the designated Union Representative and the Union President or his designee in an effort to reach a settlement of the grievance. If the meeting is held and settlement is reached, it will be reduced to writing within 5 working days of the meeting. If no settlement is reached as a result of the meeting the aggrieved, may, if the Union approves, within 30 calendar days after the meeting with the Director, invoke arbitration in accordance with Article XXXI of this Agreement. If the Director does not meet with the parties, arbitration subject to Union approval, may be invoked within 35 calendar days after the Director's receipt of the request.

SECTION 7.

(a)-The parties may at each step of the grievance procedure call a reasonable number of relevant witnesses. Employee witnesses shall suffer no loss of pay for this service. The aggrieved and/or the designated Union Representative, upon request, shall be permitted to inspect pertinent pay

roll and other records insofar as permissible without violating laws, regulations or government policy, for the purpose of substantiating contentions or claims of the parties.

(b)-Evidence which is relevant to the resolution of the grievance may be introduced at any stage of the proceeding prior to arbitration, however, a good faith effort will be made by both parties to produce evidence at the earliest possible date.

(c)---New issues may not be raised by either party unless they have been raised at the first step of the grievance procedure, provided, however, the parties may mutually agree to join new issues to the grievance in process.

SECTION 8.

(a)-Working days mean non-premium, non-overtime days for Unit employees.

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

(c)-The parties may mutually agree to waive any step of this procedure.

SECTION 9. Failure on the part of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Employer to meet any of the requirements of the procedure will

permit the aggrieved or the Union to move to the next step.

ARTICLE XXXI
ARBITRATION

SECTION 1.

(a)-When arbitration is invoked the parties will within 5 working days after receipt by the Employer of the arbitration request, meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request *the* Federal Mediation and Conciliation Service to submit a list of 5 impartial persons qualified to act as arbitrators. The parties shall meet within

working days after the receipt of such list. If they can not mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of 5 and then shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

(b)-Questions that can not be resolved by the parties as to whether or not a grievance is on a matter subject to arbitration under this Agreement shall be referred to the Assistant Secretary of Labor for Labor Management Relations for resolution.

SECTION 2

(a)-The arbitration hearing will be held on the employer's premises when practical or at any site mutually agreed upon.

(b)-A verbatim transcript will be made unless otherwise mutually agreed upon.

(c)-The arbitrator's fee shall be borne equally by the Employer and the Union and shall be limited to twice the fee that the Employer is authorized to pay. All other expenses incident to the arbitration proceedings and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings shall also be borne equally by the Employer and the Union. (d)-The aggrieved, his representative, and all employees called as witnesses will be excused from duty to the extent necessary to participate in the proceedings without loss of pay or charges to annual leave.

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

(f)--It will be within the sole discretion of the arbitrator to determine who may testify.

SECTION 3. The arbitrator will have no authority to add to, subtract from, amend, or modify any provision of this Agreement or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. His authority is also circumscribed as provided elsewhere in this Agreement. Where provisions of this Agreement contain reference to or provide for incorporation of law or regulations of authorities outside of the Bureau of Engraving and Printing, the arbitrator shall be bound by the interpretations of the courts and the authorities responsible for implementing such laws and issuing such regulations.

ARTICLE XXXII

DURATION AND TERMINATION

SECTION 1. Amendment to this Agreement may be required or the parties may mutually agree that it is desirable because of changes in applicable laws, orders, restrictions or regulations made after the effective date of this Agreement. Therefore, this Agreement may be open for amendment upon the written request of either party made within 30 calendar days after receipt by a party of any order, instruction or regulation of appropriate authorities which nullifies any of the terms or

conditions of this Agreement. Request for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation or instruction upon which such amendment request is based. The parties will meet within 15 calendar days after receipt of a request to open negotiation on those matters. Such amendments as agreed to by the parties will be duly executed and will become a part of this Agreement.

SECTION 2. Within 30 calendar days after the effective date of any order, law or regulation which makes advisory or binding arbitration of adverse actions negotiable, this Agreement may be reopened for amendment on that subject by written request of either party.

SECTION 3. This Agreement will remain in full force and effect for a two-year period from the date of signing by the parties. It will remain in effect for yearly periods thereafter unless either party serves the other party with a written notice at least 60 calendar days prior to the expiration date of its desire to terminate or modify the Agreement.

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