

**LABOR-MANAGEMENT
AGREEMENT**

between the

**Bureau of Engraving and Printing
Department of the Treasury**

and

**Graphic Arts International Union
Local 285, AFL-CIO**

(PHOTOENGRAVERS)

TABLE OF CONTENTS

Article	Title
	Preamble
	Witnesseth
1	Exclusive Recognition and Unit Designation
2	Rights of Employees
3	Rights of Employer
4	Matters Subject to Consultation and Negotiation
5	Union Representation
6	Basic Workweek
7	Seniority
8	Overtime
9	Leave
10	Trade Jurisdiction and New Equipment
11	Job Descriptions
12	Safety
13	Reduction-In-Force
14	General Provisions
15	Equal Employment Opportunity
16	Dues Withholding
17	Disciplinary and Adverse Actions
18	Grievance Procedure
19	Arbitration
20	Duration and Changes

PREAMBLE

Pursuant to the policy set forth in Executive Order 11491, as amended, issued by the President of the United States and governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Department of the Treasury policies and regulations in existence at the time the agreement was approved; and by subsequently published Treasury policies and regulations required by law or by the regulations, of appropriate authorities, the following articles constitute an agreement by and between the Bureau of Engraving and Printing, Washington, D.C., hereinafter referred to as the "Employer" and the Graphic Arts International Union, Local 285, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound hereby, agree as follows:

WHEREAS the public interest requires standards of employee performance and the 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 the 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 should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the Union and the Employer. Now, therefore, the parties hereto agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

SECTION 1.

The Employer hereby recognizes the Union as the exclusive representative of eligible nonsupervisory employees of the Photoengraver Craft Unit as granted by the Director's letter of March 12, 1965, and the Union recognizes the responsibility of representing the interest of all such employees without discrimination and without regard to personal organization membership, with respect to grievances, personnel policies, practices and procedures, and other matters affecting their general working conditions, subject to the express limitations set forth in Articles 2 and 3 below.

RIGHTS OF EMPLOYEES

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 their 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 3

RIGHTS OF EMPLOYER

SECTION 1.

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

SECTION 2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures, and practices affecting working conditions, the Employer shall give due regard and consideration to the rights of the Union and the employees of the obligation imposed by this agreement and the provisions of Executive Order 11491, as amended. However, the obligation to meet and confer does not include matters with respect to the Employer's mission; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; its internal security practices; or matters pertaining to the quality, accountability, or security of the Bureau's products.

SECTION 3.

This Agreement is subject to the provisions of any applicable existing or future laws or regulations of the Federal Government, including but not restricted to those policies, rules, and regulations issued by the Civil Service Commission and the Department of the Treasury which may be set forth in the Federal Personnel Manual, the Federal Code of Regulations, and the Treasury Personnel Manual.

ARTICLE 4

MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION

SECTION 1.

Matters appropriate for consultation between the parties are policies and programs relating to general working conditions which are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, reduction-in-force practices, and hours of work.

SECTION 2.

It is further recognized that the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered by the Agreement.

SECTION 3.

Prior work benefits, practices and understandings such as existing smoking rules, employee use of telephones, etc., which are presently mutually acceptable to the Employer and the Union but which are not specifically covered by this Agreement shall remain in force and effect during the term of this Agreement, unless otherwise mutually agreed to by the parties. The Employer reserves the right, however, after discussion with the Union, to change any condition deemed detrimental to the Bureau's operation.

ARTICLE 5 UNION REPRESENTATION

SECTION 1.

The Employer agrees to recognize the elected officers and Shop Delegates duly authorized by the Union. The number of Shop Delegates shall be a minimal number of employees reasonably required to assure that each employee in the bargaining unit shall have ready access to a representative on his work shift and work location.

SECTION 2.

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

SECTION 3.

The Union representative shall represent the Union and the employees of their designated area of representation in meetings with officials of the Employer to discuss appropriate matters. They may receive and investigate, but shall not solicit, complaints or grievances of employees on Government time or property. Activities concerned with the internal management of the Union such as solicitation of membership, campaign for officers, and the distribution of literature will not be conducted during working hours.

SECTION 4.

Union representatives and employees, when leaving their work area, shall first obtain permission and the required pass from their immediate supervisor in accordance with Bureau regulations governing employee movement within the buildings. Permission shall also be obtained from the immediate supervisor of any employee being contacted. The representatives and employees will report their return to work to their supervisors. Normally, permission will be granted to the Union representatives requesting a pass to leave their work area to conduct appropriate Union business, and supervisors will make every reasonable effort consistent with work requirements in this respect. Union representatives will guard against excessive use of time in handling matters necessitating their absence from their work assignment.

SECTION 5.

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

SECTION 6.

The number of Union representatives at formal discussions called by management shall be limited to those employees necessary for the purpose of the discussion, not to exceed three employees.

ARTICLE 6

BASIC WORKWEEK

SECTION 1.

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

SECTION 2.

It is recognized that it may be necessary to change shift hours in some instances; in such cases, as much advance notice as possible will be given depending upon the circumstances.

SECTION 3.

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

SECTION 4.

Reasonable time will be allowed employees to clean tools, machines, and equipment at the end of each shift. Personal cleanup time of 15 minutes will be allowed for those employees required to change clothes. Employees will be allowed time for personal cleanup prior to eating lunch.

SECTION 5.

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

ARTICLE 7

SENIORITY

Seniority for the purpose of this Agreement is computed as continuous service in the Bureau as a journeyman within the bargaining Unit as defined.

ARTICLE 8

OVERTIME

SECTION 1.

Employees are required to work all overtime assigned unless specifically excused by the Employer. The Employer shall make every effort to give as much advance notice as possible prior to scheduling an employee for overtime, Monday to Friday. Weekend overtime assignments shall be designated by the Employer no later than the shift closing time on Thursday of the week in which such overtime occurs, except in cases of emergency and to provide adequate staffing. Officially approved overtime worked by employees shall be paid at appropriate overtime rates.

SECTION 2.

Overtime assignments will be distributed and rotated equitably among qualified employees in accordance with their particular Branch, or additional skills if deemed necessary. Annual overtime rosters will be maintained by the Union on a calendar year basis.

SECTION 3.

When an employee's name is reached on any rotation roster for overtime, he may be excused from working such overtime upon his request; provided that the Employer is able to staff the overtime required 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.

When an employee's name is reached on any rotation roster for weekday or weekend overtime, he will be charged as working that overtime unless he is on prescheduled, administratively approved leave. Any employee on court leave or military leave who desires and is available for weekend overtime must so notify his Supervisor two hours prior to the close of his shift on Thursday.

SECTION 4.

Individual employee health conditions will be given appropriate consideration in the assignment of overtime. Requests for excusals from overtime due to health reasons must be substantiated by competent medical opinion (doctor's certificate of employee's physician) and concurred in by the Bureau Medical Officer. An employee on overtime restriction, based upon a certificate from the employee's physician, shall be required to renew the certification every 90 days. An employee may request reconsideration of a medical determination by submitting a current medical opinion, concurred in by the Bureau Medical Officer, certifying the employee's fitness for duty including overtime assignment.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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 workweek, will be paid a minimum of two hours of pay at the overtime rate even if his services cannot be utilized after he reports to work. No employee reporting on callback will be required to remain for the two hours, unless his services can be utilized.

SECTION 8.

Employees scheduled to work overtime on days outside of their basic workweek and who are not notified prior to their leaving home for work that they will not be needed, will be guaranteed a minimum of four hours of work, if they report for duty. The Employer agrees, however, to make every attempt to provide a full eight hours of work.

SECTION 9.

No apprentice will be allowed to work overtime when there are qualified 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 10.

New employees will be entered on the overtime roster at such time as the supervisor determines that the employee is fully qualified. Each new employee will be credited with one more hour than the employee with the highest number of hours of record.

ARTICLE 9

LEAVE

SECTION 1.

The granting and use of sick leave, annual leave, administratively excused leave, court leave, and leave without pay shall be governed by Bureau policy as set forth in the "Leave Regulations" pamphlet issued in October 1976. Copies of this pamphlet will be given upon request to any employee who does not have one and to all new employees.

SECTION 2.

Employees shall be given an opportunity to use all annual leave accrued 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 the work requirements of the operation. In the event the employee's request is for a day or days for which more requests have been received than can be approved consistent with the work requirements, approvals will be granted on the basis of the earliest request received.

SECTION 3.

Every reasonable effort will be made to adhere to leave scheduled in accordance with Section 2. If, however, the Employer cannot avoid canceling previously approved leave because of the program needs of the Bureau, the reasons for such action will be explained to the affected employee or employees 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.

Sick leave shall be approved in advance for visits to doctors, dentists, practitioners, opticians, and for the purpose of securing diagnostic examinations and X-rays. After two uses of prescheduled sick leave, the employee will submit a completed SF-71, signed by the physician, upon the employee's return to work, if requested to do so by the foreman.

SECTION 5.

The Employer agrees that no work will be scheduled on a legal holiday which can be accomplished on a regular workday or on an overtime workday without detriment to program requirements.

SECTION 6.

Employees who work other than the day shift will be allowed to report on the day shift on the day proceeding a holiday if the Employer determines to cease operations for the night shift and holiday.

SECTION 7.

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

SECTION 8.

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

SECTION 9.

The Union may designate employee members as representatives elected or appointed as Union officers or as delegates 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 10.

Employees in approved leave of absence without pay shall accrue all rights and privileges in respect to retirement status and coverage under the Federal Employees Group Life Insurance and Health Benefits Programs in accordance with current laws and regulations.

ARTICLE 10

TRADE JURISDICTION AND NEW EQUIPMENT

It is agreed that it is the sole and exclusive right and responsibility of the Employer to determine the methods, means, and personnel by which operations are to be conducted and equipment is to be operated. In the exercise of such responsibilities, work assignments will be made with due regard for past practices regarding trade jurisdiction, including preparatory work relating to offset, engraving (letterpress), and gravure.

Further it is agreed that, in order to provide the Union with sufficient notice regarding the acquisition of any new production equipment 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:

1. The Employer agrees to give written notice to the Union within 30 days of contracting to acquire any new equipment to be used in lieu of or as a substitute for any equipment currently being operated by journeymen or apprentice Photoengravers in the Bureau of Engraving and Printing.
2. No later than 10 days after the complete installation in the Bureau of such equipment:
 - (a) -The Union will be permitted to make an inspection of the equipment.
 - (b) -The appropriate Office Chief will meet with the Union representative in order to discuss the purpose and operation of this equipment.
3. The Office Chief prior to making his final determination regarding the method, means and personnel by which such equipment is to be operated shall request the Union to submit a written brief setting forth the Union's position on the subject.
4. The Union shall submit the written brief within 30 days of such request.
5. Upon review of the Union's written brief, as well as all other available information, the appropriate Office Chief will inform the Union in writing of his final determination.
6. In the event the Union disagrees with the final determination reached by the Office Chief, it may, within 10 days after receipt of the Office Chief's final determination, appeal the determination to the Director, Bureau of Engraving and Printing who shall make a final decision.
7. It is understood and agreed that:
 - (a) -The final decision made by the Director, Bureau of Engraving and Printing is a valid exercise of a sole and exclusive right of the Employer; and that such decision is not grievable or arbitrable.
 - (b) - However, the matters listed below, that pertain to this article, are grievable and arbitrable.
 - (1) Failure of the Employer to give notice.
 - (2) Failure of the Employer to permit inspection.

- (3) Failure of the appropriate Office Chief to hold a meeting with the Union for discussion.
- (4) Failure of the Office Chief to make a final determination in writing.
- (5) Failure to permit an appeal to the Director, Bureau of Engraving and Printing.

8. Nothing in this article shall limit, prevent, or in any way abridge the right of the Employer to staff such equipment at any time, including the period between acquisition of the equipment and the final decision by the Director, Bureau of Engraving and Printing.

9. If, as a result of the final decision made by the Director, Bureau of Engraving and Printing, additional training of employees in this Unit is required, the parties agree to meet to consider a formalized program of training.

10. 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 7a above, this agreement will be automatically amended to incorporate such privileges.

ARTICLE 11

JOB DESCRIPTIONS

SECTION 1.

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

SECTION 2.

It is the sole responsibility of the Employer to determine the job content, qualifications requirements, duties, and the relative significance to the Bureau's operation of each job within the Unit. The Union will be consulted and the Union's viewpoint will be considered in making such determinations. The Employer will advise the Union of the criteria upon which such determinations are to be based and will furnish upon request, copies of any standards or other evaluation material pertinent to jobs in the Unit. Any procedural defects in this area will be grievable and arbitrable. The content of a job description is neither grievable nor arbitrable. However, any employee appealing his/her classification through the statutory appeal procedure shall be entitled to Union representation during such appeal.

SECTION 3.

Any employee who feels his job description does not properly describe his duties will be entitled to a review of the matter through the supervisory channels up to the Director or his designated representative. At each step of such review the employee may represent himself, or be represented by a representative of his choosing, or may request the Union to represent him.

SECTION 4.

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.

ARTICLE 12

SAFETY

SECTION 1.

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

SECTION 2.

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

SECTION 3.

Employees shall not be permitted to perform repair work on machines while these machines are in motion or in operation which is not necessary because of the nature of the repair to be effected. No employee shall be required to work in areas where conditions exist detrimental to health without proper protective equipment and safety devices. Protective equipment and safety devices which the Employer requires the employees to use or wear will be provided to the employees at no cost. In the event a given work situation presents a real and present danger to any employee, the Employer agrees to set an appropriate "watch" to assist the employee in the event of need.

SECTION 4.

The Union may designate a representative to serve on each Safety Committee which is established in organizational components containing employees of the Unit.

SECTION 5.

The Employer agrees to provide to any employee who may be injured on the job, prompt first aid or any other medical service as necessary on all shifts, to include transportation from the Bureau to the employee's place of residence, when necessary.

SECTION 6.

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

SECTION 7.

Whenever an employee of the Unit has sustained a lost time work injury, the Union will be notified of the circumstances.

ARTICLE 13

REDUCTION-IN-FORCE

The Employer agrees to make every effort to minimize layoffs and reductions-in-force as the result of the introduction of new types of new processes. Employees affected by reduction-in-force will be governed by existing Federal laws and regulations at the time of the reduction-in-force.

ARTICLE 14

GENERAL PROVISIONS

SECTION 1.

The Employer agrees to place an employee that has been returned to the shop by medical authority for light duty only on the type of work that will not aggravate his illness or injury. It is further agreed that efforts will be made to provide light duty assignments to avoid placing such employee on involuntary leave.

SECTION 2.

When there is evidence that an employee is physically unable to perform the majority of his duties and work cannot be found for him, he may be required to undergo a fitness for duty medical examination. The Employer agrees that prior to being sent to the Medical Office, the employee shall be informed in the presence of his Union representative, that he may be examined by the facility medical officer or by a qualified physician of his choice subject to the following conditions: (a) the Employer orders the examination after determination that such medical examination is necessary primarily for the benefit of the Government; (b) the physician is board certified in the appropriate medical specialty and acceptable to the Employer; (c) the physician submits a complete report of the examination directly to the Employer. The physician will determine the employee's physical condition, and then the Employer will determine his fitness for duty.

The employee shall be advised that the Employer will pay for the medical expense, reasonable travel, and per them expense incurred by the employee in undergoing such physical examination.

SECTION 3.

It is recognized that the responsibility to carry out assigned functions of the Photoengraving Branch is vested in the Foreman. Therefore, the Foreman is responsible for making work assignments and performance evaluations, granting leave, initiating disciplinary actions, and otherwise directing the of the Unit employees.

SECTION 4.

The Employer agrees to provide to employees within the Unit a copy of the current Agreement including any amendments thereto.

SECTION 5.

Bulletin boards will be made available for Union use. The Employer agrees that the Union may place on such bulletin boards, during non-duty hours, Union literature, notices, etc., provided the language incorporated therein does not adversely reflect upon the management or of the Employer or the Department of the Treasury. 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 literature must not contain statements which attack the reflecting unfavorably on or integrity or motives of any individual, other employee organizations, Government agencies, or activities of the Federal Government. It may not deal with religious,

political, public, or social issues.

SECTION 6.

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

SECTION 7.

The Union will be notified when a vacancy is announced for a Bargaining Unit position. If the Union wishes to refer candidates, such referrals will be processed in accordance with applicable Civil Service Commission. regulations.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

(a) - The Equal Employment Opportunity Committees will be continued by the Employer.

(b) - The Union will appoint one Bargaining Unit employee to serve on the Bureau EEO Committee. The employee will serve for a term of two years, and shall not be eligible to succeed himself/herself.

ARTICLE 16

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 for 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 Industrial Relations in writing of:
 - 1. The names and titles of officials authorized to make the necessary certification of SF 1187 in accordance with this Article.
 - 2. The name, title, and the address of the allottee to whom remittances should be sent, including how the check should be made out;
 - 3. Any change in the amount of membership dues (See Sec. 4a); and
 - 4. The name of any employee who has been expelled or ceases to be a member in good standing of the Union within 10 days of the date of such final determination.
- (d) - Forwarding properly executed and certified SF 1187 to the Office of Industrial Relations on a timely basis;
- (e) - Promptly forwarding an employee's revocation (memorandum or SF 1188) to the Office of Industrial Relations when such revocation was submitted to the Union.

SECTION 3.

The Employer is responsible for:

- (a) - Permitting and processing voluntary allotments of dues in accordance with this Article;
- (b) - Withholding dues on a bi-weekly basis;
- (c) - Notifying the employee and the Union when an employee is not eligible for an allotment because he is not included under the recognition on which the agreement is based. 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 12 months;
- (e) - Transmitting remittance checks to the allottee designated by the Union,

together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office.

(f) - Providing the following information on the remittance listing:

1. The name of each employee for whom deduction is being made, or has authorized to be made, during the current pay period, plus the name of each employee for whom amounts are not being deducted in the current pay period.
2. For each employee or group of employees the following information will be given to the extent applicable:
 - (a) - Identification of the employee by local union.
 - (b) - Amount withheld.
 - (c) - No deduction because employee has been separated, transferred, or reassigned outside the recognition area covered by the agreement to withhold dues.
3. The gross amount deducted.

SECTION 4.

The parties agree that:

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

SECTION 5.

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

(a) - Starting dues withholding:

Beginning of first pay period after date of receipt of properly executed and certified Standard Form 1787 in Payroll Office.

(b) - Change in amounts of:

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 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 due to separation or movement to recognition area not covered by this agreement: (1) If the action is effective on the first day of a pay period,

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

ARTICLE 17

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1.

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

(b) - An adverse action for the purposes of this Article is defined as a removal, suspension for more than 30 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 30 days or less.

(c) - The adverse action provisions of this Article apply to Unit employees who have completed their probationary period and are not appealable under the negotiated grievance procedure of Article 18 of this contract.

ARTICLE 18

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 over the interpretation or application of this Agreement. This negotiated procedure shall be the exclusive procedure available to the Union and employees in the Bargaining Unit for resolving such grievances. However, an employee or groups of employees may present such grievances informally, directly to the appropriate supervisor without Union participation with the understanding that the adjustment will be consistent with the Agreement and that the Union has an opportunity to be present at the adjustment.

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

(b) - The Employer and the Union agree that every effort will be made by the Employer, the Union Representative, and the Union or employee grievant, to settle grievances informally and at the lowest possible level.

(c) - Grievances initiated by all employee or group of employees in the Unit on matters other than the interpretation or application of an existing agreement may be presented under any procedure available for the purpose.

(d) - Reasonable time during working hours will be allowed to prepare and present a grievance under this Article.

SECTION 2.

Matters covered by a statutory appeals procedure are not grievable or arbitrable, but must be processed through the applicable procedure.

SECTION 3.

An employee, in processing a grievance under this procedure shall be represented by the Union and will be bound by the Union's decision to accept settlement at any step of these procedures. In the exercise of this right, employees, employee representatives, and witnesses shall be free from any and all restraint, interference, coercion, discrimination, or reprisal.

SECTION 4.

Grievances should be settled as informally and expeditiously as possible at the level of the immediate supervisor.

SECTION 5.

It is agreed that any grievance not taken up with the immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date. Extensions may be mutually agreed upon to provide for unusual cases.

SECTION 6.

The following procedure shall be adhered to in cases to which this Article applies:

STEP 1. The grievances, either orally or in writing, first shall be taken up by the grievant with the immediate supervisor. The grievant may be accompanied by a Union Representative or a representative of his own choice. The Supervisor, after due consideration, shall give his answer within two working days. If the grievance is resolved to the satisfaction of the grievant, the matter is ended. If the grievance is not settled as a result of Step 1, the grievant will be advised that this determination constitutes the completion of the informal procedure and that a formal grievance, if any, must be submitted to the supervisor within five working days from receipt of the notice in order to be processed to Step II. The grievance shall be in writing and must (a) identify the specific provision of the Agreement that was violated; (b) contain sufficient detail to identify and clarify the issues which form the grievance; (c) specify the relief requested by the grievant; (d) identify the official who signed the notice concluding the informal procedure; (e) contain no issues which were not raised at the informal stage.

STEP II. At this step the Office Chief shall meet with the aggrieved, not more than five designated representatives, and the supervisors involved in Step 1, within three working days after receipt of the grievance appeal. The Office Chief, after due consideration, shall make a determination, in writing, within 10 working days and will provide copies to parties concerned.

SECTION 7.

If the grievance is not settled as a result of Step II, the grievant may, with the approval of the Union within 30 calendar days thereafter, make a formal written request to the Bureau Director that such unresolved grievance be submitted to binding arbitration. Except that either party may file exceptions to the award with the Federal Labor Relations Council, under regulations prescribed by the Council.

SECTION 8.

At each and every step of the grievance procedure, the employee, Union, and the Employer may call a reasonable number of witnesses who have direct knowledge of the circumstance of the case. The Employer shall, upon requests permit designated Union representative inspection privileges of pertinent payroll and other records as permissible without violating laws, rules, or Government policy, for the purpose of substantiating the claim of the parties. The Union shall be afforded the full opportunity to present all pertinent and related facts.

ARTICLE 19

ARBITRATION

SECTION 1.

It is agreed that matters to be submitted to arbitration must involve the interpretation or application of specific provisions of this Agreement. Unresolved grievances shall be referred to arbitration. Written notice must be served by the Union not later than 30 calendar days following the conclusion of the last step of the grievance procedure.

SECTION 2.

Questions of grievability or arbitrability will not be submitted for arbitration but will be referred for decision to the Assistant Secretary of Labor for Labor Management Relations subject to appeal rights provided for in Section 4 of Executive Order 11491, as amended.

SECTION 3.

When arbitration is invoked, the parties will, within 15 working days after receipt by the Employer of the written 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 seven impartial persons qualified to act as arbitrators. The parties shall meet within eight working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and then shall repeat this procedure. The remaining name shall be the duly selected arbitrator. The first strike shall be determined by a toss of a coin.

SECTION 4.

- (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 or site considered desirable or necessary in connection with the arbitration proceedings shall also be borne equally by the Employer and the Union.
- (d) - The aggrieved, the 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 5.

The arbitrator will have no authority to add to, subtract from, amend, or modify any provision of this Agreement or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. The arbitrator's authority is also circumscribed as provided elsewhere in this Agreement, and by all applicable statutes, regulations, or orders. Where provisions of this Agreement contain reference to, or provide for incorporation of, laws or regulations or 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.

SECTION 6.

The arbitrator will be requested by the parties to render his decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless the parties agree otherwise.

SECTION 7.

Either the Employer or the Union may file exceptions to an arbitrator's award with the Federal Labor Relations Council under regulations prescribed by the Council.

ARTICLE 20

DURATION AND CHANGES

SECTION 1.

This Agreement shall remain in full force and effect for two years from the date of approval and thereafter from year to year, unless written notice is given by either party to the other party in the period between 90 and 60 days prior to the end of the second, or to the end of any subsequent 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 Executive Order 11491, as amended.

SECTION 2.

A notice of desire to amend this Agreement, as provided in Section 1, will contain a summary of any amendment proposed. Within 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 five 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. No other type of change in this Agreement shall be recognized.

SECTION 4.

All provisions of the Agreement not currently in effect shall become effective on the date of approval.

IN WITNESS WHEREOF the parties here to have entered into this Agreement on this 1st day of November, 1978.

FOR THE UNION

Redacted, Chief Negotiator

Redacted, Member

Redacted, Member

FOR THE EMPLOYER

Redacted, Chief Negotiator

Redacted, Alternative Chief

Negotiator

Redacted, Member

Approved: *Redacted*, Director, Bureau of Engraving and Printing 11-1-78