

LABOR-MANAGEMENT AGREEMENT

Between the

BUREAU OF ENGRAVING AND PRINTING

DEPARTMENT OF THE TREASURY

And

CIVIL SERVICE LOCAL UNION 1937

INTERNATIONAL BROTHERHOOD

Of

PAINTERS AND ALLIED TRADES

AFL-CIO

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PREAMBLE

Pursuant to the policy set forth in Executive Order 11491 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 Civil Service Local 1937, International Brotherhood of Painters and Allied Trades, 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 high 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 I—EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit (as defined in Section 2 below), and the Union recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to personal organization membership, with respect to grievances, personnel policies, practices and procedures, and other matters affecting their general working conditions, subject

to the express limitations set forth in Articles II and III below.

SECTION 2. The Unit to which this Agreement applies is composed of all non-supervisory craft Unit employees including apprentices as set forth in Director's grant of Exclusive Recognition dated March 15, 1963.

SECTION 3. Termination of this Agreement shall not, in itself, terminate the status of recognition granted the Union.

SECTION 4. The provisions of this Agreement shall be binding on the parties for any expansion of operations and/or any new functions acquired by the Employer to the extent that such operations affect employees within the Unit.

ARTICLE II—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 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.

SECTION 4. Each Unit employee shall have the right to bring matters of personal concern to the attention of Union Representatives and/or officials of the Employer.

ARTICLE III—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): 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 condition, 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. 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, type; 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 account ability or security of the Bureau's products.

SECTION 3. This Agreement is subject to the provisions of any applicable existing or future laws or regulation of the Federal Government including but not restricted to those policies, rules and regulation 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 IV—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. It is further agreed and understood that the Unit area Supervisors will notify the Union and if the Union so desires, consult with the Union before they make any changes of instructions, programs and procedures relating to new or existing working conditions of employee's in the Unit which are covered by written directives or in

developing written directives related to working conditions of such employees. It is intended that consultation with the Union should include mutual discussion and exchange of views in an attempt to reach the best possible approach to such instructions, programs and procedures. It is intended that consultation will provide for an objective understanding of each party's position and result in effecting the best reasonable solution to the problem at hand.

The Employer reserves the right, however, to change any condition deemed to the Bureau's operation.

ARTICLE V—UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the Chief Shop Steward and individual Shop Steward duly authorized by the Union. The number of Shop Stewards 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 Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised in writing by the Union, of the names of its officers and representatives.

SECTION 4. 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 or authorization cards, will not be conducted during working hours.

SECTION 5. Union representatives when leaving their work area shall first obtain permission and any 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 will report their return to work to their Supervisor. Supervisors will grant permission to a Union representative requesting to leave their work area to conduct appropriate Union business, consistent with any essential work requirements. If because of essential work requirements, the Union representative is unable to leave the work area, an alternate representative will be designated. In any event, the Union representative, or his designee will be afforded the opportunity to conduct such business on that day.

SECTION 6. The Employer agrees that the Union representatives shall be allowed reasonable time to fulfill their responsibilities in conducting appropriate Union business. For the purpose of this section, reasonable time necessarily means that time needed to fulfill his responsibilities as a Union representative under the terms of this Agreement.

SECTION 7. The Union agrees that its representatives will guard against excessive use of time in handling matters necessitating their absence from their work assignment.

SECTION 8 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 his stay at the Bureau.

ARTICLE VI—BASIC WORKWEEK

SECTION 1. The basic workweek will consist of five (5) eight (8) hour days, scheduled Monday through Friday, inclusive.

SECTION 2. The regular hours of work on each shift will be those hours of work currently in effect.

SECTION 3. All employees working on the second and third shift shall receive the applicable shift differential for all hours worked.

SECTION 4. When an employee is changed from one shift to another shift within his basic workweek, at least one week's prior notice will be given except in those instances of emergency associated with the work program.

SECTION 5. The selection of employees for assignment to the night shift shall be made consistent with the operational needs of the Employer and in accordance with the following priorities: (a) those volunteering for the change; or (b) rotating such change among employees in order of their appearance on the shop roster based upon seniority. In the event there are not enough volunteers, selections of employees will be made in the order of their appearance on the appropriate seniority roster. In the event there are more volunteers than needed, employees will be selected in accordance with their seniority. Assignment to the night shifts is subject to review at least on a quarterly basis. Non-volunteers will be rotated on a quarterly basis in accordance with (b) above. Employees may be rotated from the night shifts for indoctrination or training on new equipment or methods. The Employer reserves the right to remove any employee from the night shifts for

good and sufficient reasons. Records will be kept of all assignments to the night shift in order to assure compliance with this article, and in the event of an alleged inequity, such records will be made available to the Union.

SECTION 6. Reasonable time will be allowed employees to clean tools, machines and equipment at the end of each shift. Fifteen minutes personal clean up time will be allowed for those employees required to change clothes. Employees will be allowed time for personal clean up prior to eating lunch.

SECTION 7 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 such 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 VII—SENIORITY

SECTION 1. Seniority for the purpose of this Agreement is computed as continuous service in the Bureau as a journeyman within each bargaining Unit as defined.

ARTICLE VIII—OVERTIME

SECTION 1. Overtime assignments shall be distributed among the employees on as equitable a basis as possible consistent with the operational needs of the Employer and in such a manner as to assure a balanced work force of qualified personnel. When it is necessary to maintain rosters of overtime worked to assure such equal distribution, such rosters will be available for review by the Union upon request.

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

The Union stewards will be notified of tentative weekend overtime on Wednesday of that work week. Positive work week schedules will be posted on the bulletin boards no later than Thursday afternoon of the week such overtime will occur. It is recognized that in emergency situations these notification requirements may be waived.

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

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

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

SECTION 5. Any employee who is called back to perform unscheduled overtime work, either on a regular workday after he has completed his regularly scheduled day of work and left the Bureau, or on a day outside of his basic 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 call back will be required to remain for the two hours, unless his services can be utilized.

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

SECTION 7. 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 8. 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 9. New employees will not be trained in areas where overtime is necessary until such time as the supervisor determines that the employee is fully qualified. The employer agrees to maintain consistent time periods for qualification

ARTICLE IX—HOLIDAYS

SECTION 7 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 the program requirements.

SECTION 2 Employees working on a holiday outside their basic workweek shall receive the same pay as they would normally receive on an overtime day plus any applicable shift differential. Employees working on a holiday within their basic workweek shall receive 2½ times their hourly rate plus appropriate shift differential for all hours not to exceed eight hours on such holidays.

SECTION 3 Any employee having annual leave to his credit may apply in advance for leave and such leave with pay shall be approved for any workday which occurs on a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect the operation and normal work process.

SECTION 4. Employees shall be notified of the requirement to work on a holiday in accordance with the notification procedures for scheduled overtime work as set forth in this Agreement. The Employer further agrees to advise the appropriate Shop Steward as to the reason for requiring Unit employees to work on a holiday.

SECTION 5. Any employee may be relieved of work on a holiday upon request provided another qualified employee is willing to substitute for him.

SECTION 6. Employees who work other than the day shift will be allowed to report on the day shift on the day preceding a holiday, if this will not interfere with the normal work process.

ARTICLE X—SICK LEAVE

SECTION 1. The Union recognizes the importance of sick leave and the obligation of the employee, as well as the advantage to him, to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reason. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave.

SECTION 2. Employees shall earn sick leave in accordance with applicable statutes. Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties in accordance with procedures of the "Leave Regulations, Bureau of Engraving and Printing, Treasury Department."

SECTION 3. Employees shall not be required to furnish a doctor's certificate to substantiate request for approval of sick leave of five (5) days continuous duration or less, except in cases where the Employer has given official written notice to an employee that he has an unsatisfactory sick leave record and must furnish a doctor's certificate for each absence from work which is claimed as sick leave.

SECTION 4. Employees, who, because of illness or injury, are released from duty, shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Such release by the Medical Office shall constitute the equivalent of the required notice to the Employer in the event the employee is unable to return to work on the following day or days. A doctor's certificate will be required, however, for absence in excess of five (5) full days in addition to the day on which the employee was sent home.

SECTION 5. Advanced sick leave up to 30 days may be granted subject to the following conditions as outlined in "Leave Regulations, Bureau of Engraving and Printing, Treasury Department:"

1. Total employment record in the Bureau and past record of sick leave usage justify such action.
2. The absence from duty because of illness is for a period of five or more consecutive workdays.
3. The application for leave is supported by a medical certificate containing clear and comprehensive explanation of the illness. This explanation must be furnished only by employee's physician or medical practitioner.
4. The circumstances are such that repayment of the advanced leave can reasonably be expected. This is accomplished by leave earned during subsequent service.

Provided further, that the employee's annual leave will be prorated until all sick leave is repaid.

SECTION 6. In the event the employer proposes involuntary separation for physical disability the employee will be fully informed of his rights to appeal.

SECTION 7. Should a dispute pertaining to this Article arise between the Employer and The Union, the Employer, upon request, will furnish copies of the applicable rules and/or regulations to the Union.

ARTICLE XI—ANNUAL LEAVE

SECTION 1. Employees shall earn annual leave in accordance with applicable statutes. An employee's request to take annual leave shall be granted when he has given his super-visor reasonable notice subject to the reasonable requirements of the Employer. Requests for annual leave for emergency reasons will be approved or disapproved based on the explanation presented for the

absence. However, if leave is denied and the employee feels that he has had an acceptable excuse, he may file a grievance under the Grievance Procedures of this Agreement. When written requests for annual leave have been denied, the employee will be furnished in writing the reasons for the denial.

SECTION 2. The Employer agrees that during any period of shutdown or reduced operations, every reasonable effort will be made to provide work for employees who request it to work based on the following priorities: (a) those who have no annual leave to their credit; (b) those who have 80 hours or less to their credit; (c) those if required to use annual leave at that time would not have sufficient annual leave accrued to cover their previously scheduled vacation period by the actual time that is scheduled. If work cannot be provided for these employees who do not have annual leave to their credit, the Employer agrees to advance annual leave to those eligible to cover the period of shutdown provided that such leave shall not exceed that which would be accrued during the current leave year.

SECTION 3. No employee in the Unit shall be required to schedule annual leave as enforced annual leave solely to reduce his leave balance except such employee has accrued leave to the maximum extent he can carry over to the new leave year and is counseled in advance in regard to his excess leave. Subject to the reasonable requirements of the Employer, employees will be given ample opportunity to use excess leave at their convenience.

SECTION 4. Notification by the Employer on requests for annual leave will be made as soon as reasonably possible.

SECTION 5. In cases of interrupted or suspended operation when neither 24-hours notice nor notice before the end of their immediate preceding shift is possible, eligible employees who cannot be assigned to other work shall be administratively excused and shall suffer no loss of leave or pay. Such administrative excusal will apply only to time within the employee's basic workweek and shall not exceed three consecutive workdays.

SECTION 6. Requests received from employees during a work shift to be excused on annual leave for the remainder of the work shift will be handled by the appropriate supervisor on a case basis.

SECTION 7. The Employer agrees to a liberal leave policy dealing with requests for annual leave on the employee's own birthday.

ARTICLE XII.—LEAVES OF ABSENCE

SECTION 1. The Employer, consistent with work requirements, will grant leave of absence without pay to employees having valid and reasonable reasons in accordance with the provisions of the Federal Personnel Manual.

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

SECTION 3. 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.

SECTION 4. The Employer also recognizes the bumping and retreat rights of the employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction-in-force during his leave of absence.

ARTICLE XIII—CIVIC RESPONSIBILITIES

SECTION 1 Court Leave—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 of 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 summoned for jury duty will notify his supervisor promptly so that arrangements for his absence may be made.

SECTION 2. Eligible employees in the bargaining unit will be excused from duty to vote in National, State, and Local municipal elections or referendums for periods of time that may be necessary to insure them the opportunity to vote. In this connection, employees will be excused without charge to leave for voting purposes on the following basis: (a) employees traveling up to 40 direct road miles to their polling places, will be excused for sufficient time to allow them three hours after the polls open, or three hours before the polls close whichever will cause the least period of absence from their employment; (b) employees traveling more than 40 and up to 70 direct road miles to their polling places, will be excused to allow four hours after the polls open, or four hours before the polls

close, whichever will cause the least period of absence from their employment; (c) employees traveling over 70 direct road miles to their polling places will be excused to vote without charge to leave on tin individual case basis in an amount of time to insure opportunity to vote, but not to exceed eight hours.

SECTION 3. The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in worth-while 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 4. Any employee in the Unit serving on jury duty or excused for military leave and is therefore deprived of working overtime, will be paid for all overtime that he would have worked should he have been present at the Bureau.

ARTICLE XIV—PUBLISHING THE AGREEMENT

SECTION 1. The Employer agrees to provide to employees within the Unit, a copy of the current Agreement including any amendments thereto.

ARTICLE XV—BULLETIN BOARDS

SECTION 1. Bulletin boards will be made available for Union use.

SECTION 2. 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 reflecting unfavorably on or which attack the integrity or motives of any individual, other employee organizations, government agency or activities of the Federal Government. It may not deal with religious, Political, public or social issues.

ARTICLE XVI --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 agrees that efforts will be made to provide light duty assignments to avoid placing such employee 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 Employee agrees that prior to being sent to the medical dispensary, 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 Employee orders the examination after determination that such medical examination is necessary Primarily for the benefit of the government; (b) the physician is board certified in the appropriate medical specialty and acceptable to the Employer; (c) the physician submits a complete report of the examination directly to the Employer. The physician will determine the employee's physical condition, and then the Employer will determine his fitness for duty. The employee shall be advised that the Employer will pay for the medical expense, reasonable travel, and per diem expense incurred by the employee in undergoing such physical examination.

SECTION 3. The Employer agrees that all Unit employees will be responsible to one Supervisor. This designated Supervisor will be responsible for approving leave, marking performance ratings, and initiating disciplinary actions, and directing the work of employees under his supervision, subject to review and/or approval of the shop Foreman.

SECTION 4. The Employer agrees that tests and interviews for jobs within the Unit will be conducted during normal working hours of the basic workweek Monday through Friday. Exceptions may be made by mutual agreement required to use leave for the purpose of participating in tests or interviews when such tests or interviews are required under the Bureau's Merit Promotion Plans.

SECTION 5. Upon request, the Employer will furnish the Union a complete list of all employees in the Unit.

SECTION 6. Appropriate staff members of the Office of industrial Relations will provide Unit employees, who have notified their Supervisors of their intention to retire in the near future, with appropriate retirement information upon request. Every effort will be made to comply with such requests promptly.

ARTICLE XVII—SAFETY

SECTION 1. The Employer will continue to exert every effort to provide and maintain safe working conditions and industrial health protection for the employees, using OSHA criteria. 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 feasible ways of improving safety conditions.

SECTION 3. Employees shall not be permitted to perform repair or maintenance work on machines while in motion or in operation which is not necessary because of the nature of the repair or maintenance 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 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 to 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.

SECTION 8. No employee will be required to operate unsafe and faulty equipment. In the event that an employee reports to his immediate Supervisor that an assignment will endanger his health and or is unsafe, the Supervisor will investigate and determine the validity of the allegation. Should the Supervisor determine that the assignment can be performed safely, he will so inform the employee(s) and the work will proceed recognizing that he, the Supervisor, has full responsibility for the safety aspects of the job. If the Supervisor has any doubt as to the safety of the work situation, he will request the assistance of the Safety Manager or his representative who will inspect the job site along with the Supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a serious doubt that an unsafe condition continues to exist subsequent to the determination made by the Supervisor, the matter may be referred to the Chief Shop Steward and the Division Superintendent, both of whom will confer with the Safety Manager for resolution.

ARTICLE XVIII—JOB DESCRIPTIONS

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

SECTION 2. An employee may at any time during the year 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 of content.

SECTION 3. The Employer further agrees to consult the Union when a new Unit job is to be established or when a change is under consideration, and that the Union will be advised of any findings made and the basis for the findings.

ARTICLE XIX—REDUCTION—IN—FORCE

SECTION 1. It is agreed that in a reduction-in-force situation, employees who are scheduled to be reduced in grade or separated, will be afforded the opportunity to fill all existing vacancies available at that time, provided the employees are qualified for such vacant positions.

SECTION 2. The Employer agrees to notify the Union of the necessity for a reduction-in-force as soon as possible. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees affected when this information becomes available.

SECTION 3. The competitive area for reduction-in-force purposes will be the entire Bureau of Engraving and Printing.

SECTION 4. Any career or career-conditional employee who is separated because of reduction-in-force action and who, prior to separation had not declined assignment to a full-time, non-temporary, competitive position with a representative rate not lower than that of the position from which separated, will be placed on a reemployment priority list in accordance with their reduction-in-force retention standing, and will be rehired in that order. The names of former employees who had career appointments will be maintained on the list for two years and the names of those who had career-conditional appointments will be maintained on the list for one year, unless they are removed earlier because of (1) voluntary request, (2) acceptance of a full-time, non-temporary, competitive position, or (3) declination of a non-temporary, full-time, competitive position with a representative rate not lower than that of the position from which separated by reduction-in-force.

SECTION 5. Any permanent status employee, who is separated because of reduction-in-force, may submit an application and will be informed of this right at the time of separation, indicating his interest in being considered for temporary

appointments that become available. In making temporary appointments, priority will be given to such applicants provided they have had qualifying experience in the position to be filled. Should there be a greater number of qualified applicants available than there are appointments, the appointments will be offered to the applicants in accordance with their reduction-in-force retention standing.

SECTION 6. Career or career-conditional employees who are separated because of reduction-in-force and who later accept temporary appointments, shall be granted preference for permanent status within their wage level or rate of pay before any outside recruitment is utilized to fill a job vacancy in their wage level or rate of pay, provided there are no employees on the reduction-in-force register in a higher sub-group or there is no employee returning from military furlough who is entitled to be returned at that wage level or rate of pay. Such temporary employees will be offered vacancies in permanent jobs in accordance with their reduction-in-force retention standing.

ARTICLE XX—TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. It is recognized that the apprenticeship training program is of vital interest to the Union and the Employer. The objective of this program is to develop highly skilled, Bureau-oriented journeymen thoroughly and broadly qualified in their trades and to provide a potential source of key employees. In keeping with this objective, the Employer will insure that apprentices receive broad and well-rounded experience within their respective trades, and will maintain records to insure that all apprentices are afforded the opportunity to qualify in each phase of training.

SECTION 2. In keeping With the foregoing objective, the Union shall have the right to meet with the Employer to discuss and review the current apprentice training program as it applies to the curriculum of the apprentices in the Unit. The Union may also meet with the Employer to discuss on-the-job training and other Employer instituted training programs involving Unit employees.

SECTION 3. The Employer agrees that apprentice shall be assigned to either an apprentice instructor, skilled journeyman, or other qualified personnel for work experience training, and shall be under the personal supervision of a Supervisor who shall be responsible for their training while so assigned.

SECTION 4. Every reasonable effort consistent with existing pertinent regulations will be made to obtain draft deferments for apprentices within the Unit who maintain satisfactory academic and shop trades, and requests the Employer to obtain draft deferments.

SECTION 5. The Employer agrees that apprentices shall be assigned journeyman level work for training purposes and not as a means of displacing or

substituting for a journeyman.

SECTION 6. Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time in accordance with applicable regulations.

SECTION 7. In evaluating the productivity of a journeyman, the Supervisor shall give due consideration to the time and effort spent by the journeyman in instructing apprentices.

SECTION 8. Selection of employees in the Unit to attend instructor training and appointed as an instructor shall be made by the Director from mutually agreed upon, qualified, nominees from within the Unit submitted by the appropriate steward and line Supervisor. In the event mutual agreement is not reached by the steward and line Supervisors such selection shall be made by the Director after consultation with the Chairman of the Union shop Committee to the maximum extent permitted commensurate with qualifications. Part-time instructor assignments shall be rotated among qualified journeymen within the affected craft who have successfully completed the instructor training course.

ARTICLE XXI—TRADE JURISDICTION

SECTION 1. It is agreed by the parties that duties performed by employees in this Unit will not be assigned to employees outside the Unit, unless such duties are beyond the capacity or capability of Unit employees.

SECTION 2. In the event a problem arises with respect to trade or craft jurisdiction affecting employees in the Unit, the Union may bring such matters to the attention of the Employer. The Employer agrees to give serious consideration to the views and recommendations of the Union in regard to policies and practices relating to assignment of work to the various trades.

SECTION 3. The Employer will advise the Union as soon as practicable of work assignments significantly different from those previously established and accepted trade jurisdiction guidelines, and will also advise the Union concerning cases where there may be some question as to the proper jurisdictional assignments of new work.

SECTION 4. It is further agreed that after meaningful consultation with the Union the Employer has the right to make the final decision regarding trade jurisdictions and such decision is not grievable or arbitrable.

ARTICLE XXII_DISCIPLINARY ACTIONS

SECTION 1. Actions of a disciplinary nature will be taken only by the Employer against an employee when it is determined that such action is necessary to

promote discipline among the employees in the Unit and is in the best interest of the service. The penalty imposed by the Employer will be the least penalty necessary to correct the situation and provide morale among the employees. Any letter of reprimand, suspension or adverse action against an employee will be taken only for just cause and to promote the efficiency of the service. Upon a Unit employee's written request, a copy of such letters and letters of proposed disciplinary action will be forwarded to the Chief Shop Steward.

SECTION 2. The Union recognizes the responsibility and obligation of employees to conform to Department of the Treasury regulations requiring them to maintain good credit and promptly settle their just debts, particularly indebtedness to Federal, State, or Local Government for taxes. The Employer agrees that disciplinary action will not be taken against an employee for indebtedness allegedly due a private individual or firm, unless the employee acknowledges the debt, or there is an appropriate civil court judgement rendered against the affected employee.

SECTION 3. Grievances or appeals from disciplinary actions may be submitted under FPM 315, 752, or 771, as appropriate.

ARTICLE XXIII—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 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 an 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 for an employee and his Union representative to prepare and present a grievance under this Article.

SECTION 2. Exclusions: This grievance procedure may not apply to any matter

which is subject to final administrative review outside the Bureau under law or the regulations of the Civil Service Commission and the following types of actions are specifically excluded:

1. Reduction-in-force (FPM-351)
2. Performance rating and performance ratings Warnings. (FPM-430)
3. Allegations of discrimination under Executive Order 11478, Equal Employment Opportunity Policy. (FPM-713)
4. Incentive Awards. (FPM-451)
5. Actions under P. L. 733, 81st Congress, Executive Order 10450 and failure to be cleared for sensitive duties.
6. Decisions on Wage Grade Classification Appeals. (FPM-532)
7. Non-selection for promotion from a group of properly ranked and certified employees. (FPM-335)
8. Removal, suspension for more than 30 days, furlough without pay, and reduction in grade, rank or pay, (FPM-752) and separation of probationary employees. (FPM-315)
9. Decisions of the Civil Service Commission.
10. The content of published Department or Bureau Policy.
11. Employee Work Performance Requirements and Rating. (Form 1884)
12. Letters of Caution or Reprimand. (FPM-771)
13. Suspensions for 30 days or less. (FPM-771)
14. Matters reserved exclusively to the Employer in Article III of this Agreement and all other management rights which are not abridged by a specific provision of this Agreement.

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 which this Article applies:

STEP I. The grievance, orally, first shall be taken up by the grievant with the immediate Supervisor. The grievant may be accompanied by a Shop Steward or a representative of his own choice. The Supervisor, after due consideration, shall give his answer within two (2) working days.

STEP II. If the grievance is not settled as a result of Step I, the grievant may, within two (2) working days, reduce his complaint to writing and request the Supervisor to arrange for a meeting with the Division Superintendent in an effort to resolve the grievance. The Superintendent shall meet with the grievant and his representative within two (2) working days after receipt of such request and written grievance. The Superintendent, after due consideration, shall give his answer in writing within three (3) working days. If the grievance is resolved to the satisfaction of the grievant, the matter is ended. If the grievant is not satisfied with the answer received as a result of **Step II**, the formal grievance, if any, must be submitted to the Supervisor within five (5) working days from receipt of the notice in order to be processed to **Step III**. 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 Step II; (e) contain no issues which were not raised at the informal stage.

STEP III. At this step the Chief of the grievant's respective office shall meet with the aggrieved, not more than five (5) designated representatives, and the supervisors involved in Steps I and II, within three (3) working days after receipt of the grievance appeal. The Office Chief, after due consideration, shall make a determination, in writing, within three (3) working days and will provide copies to parties concerned.

SECTION 7. If the grievant is not satisfied with the decision reached in Step III, it 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 arbitration.

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 request, permit designated Union representative inspection privileges of pertinent payrolls 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 XXIV ARBITRATION

SECTION 1. It is agreed that matters to be submitted to arbitration must

genuinely involve the interpretation or application of specific provisions of this agreement. Such unresolved grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Such written notice must be served not later than 30 calendar days following the conclusion of the last step of the grievance procedure.

Grievances involving matters reserved exclusively to the Employer and all other management rights which are not abridged by provisions of this Agreement are not subject to the grievance or arbitration procedures.

SECTION 2. Questions of grievability or arbitrability will not be submitted for arbitration but will be referred to the Assistant Secretary of Labor for Labor Management Relations for decision subject to appeal rights provided for in Section 4 of EO 1149].

SECTION 3. Within seven calendar days from the date of receipt of the arbitration request the parties shall meet for the purpose of endeavoring to agree on the selection of the arbitrator, if agreement cannot be reached then either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within five 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 five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

SECTION 4. It is understood and agreed by the parties signatory hereto that the arbitrator shall be prohibited from altering, adding to or subtracting from the terms of this Agreement and that any award or damages that the arbitrator may make must be according to paramount law and authorities existing at the time of the award.

SECTION 5. The arbitrator's fee and expenses shall be borne equally by the Employer and the Union; provided that the Employer's share of the per diem costs of the arbitrator's fee does not exceed that authorized by applicable regulations for experts and consultants; and provided that in the event arbitration hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

SECTION 6. The arbitration hearings shall normally be held during the regular day shift hours of the normal basic work week. The grievant, and not normally more than five (5) duty status employee representatives who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay

or charge to annual leave.

SECTION 7. The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than 30 calendar days after the conclusion of the hearing unless the parties otherwise agree.

SECTION 8. It is agreed and recognized that arbitration as provided herein is binding on the parties; and is invoked with the approval of the aggrieved and the consent of the Union; except that 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 XXV—DUES WITHHOLDING

SECTION 1. This Article is for the purpose of permitting employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensation and covers all eligible employees: (1) who are represented under this recognition; (2) who are members in good standing of the Union; (3) who voluntarily complete appropriate allotment form (SF1187); 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 ten days of the date of such final determination.
- (d) Forwarding properly executed and certified SF I 187 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 allotment of dues in accordance with this Article;

(b)—Withholding dues on a bi-weekly basis and recovering the established costs for this service;

(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 the amount of established costs retained, and the net amount remitted.

SECTION 4. The parties agree that:

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

(b)—The amount currently established for service fee is \$0.06 for each deduction per-employee per pay period; and

(c)—Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

SECTION 5. The effective dates for actions under this Article are as follows:

(a)-Starting dues withholding

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

(b).-Change in amounts of

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

ARTICLE XXVI—DURATION AND CHANGES

SECTION 1. This Agreement shall remain in full force and effect for two years from the date approved by the Director of the Bureau of Engraving and Printing and thereafter from year to year, unless written notice is given by either party to the other party in the period between 60 and 45 days prior to the end of any contract year of its desire to terminate this Agreement in its entirety, or of its desire to effect changes herein by amendment; provided, that this Agreement shall terminate automatically on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with provisions of Executive Order 11491.

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 mailers 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 (5) 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 by the Director of the Bureau of Engraving and Printing.