

LABOR-MANAGEMENT AGREEMENT

Between the

BUREAU OF ENGRAVING AND PRINTING
DEPARTMENT OF THE TREASURY

And

GRAPHIC ARTS
INTERNATIONAL UNION
LOCAL 4 B
WASHINGTON, D.C.
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 on October 29, 1969 and governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Treasury Department 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 4B, Washington, D. C., 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 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

SECTION 1 The Employer hereby recognizes that the Union is the exclusive representative of eligible employees of the Bookbinder Craft Unit as granted by Director's letter of February 19, 1963, and the Union recognizes the responsibilities of representing the interests of all such employees, without discrimination and without regard to labor 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 11 and III below. The Bookbinder Craft Unit includes Journeyman and Apprentice Bookbinders employed in Washington, D. C. by the Bureau of Engraving and Printing. The term journeyman as used in this Agreement shall include male and female employees.

ARTICLE 2

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.

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. 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 recognizes 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. The representatives shall consist of shop stewards and members of the "Employee Representative Committee of the Bargaining Unit" hereinafter referred to as the Committee.

SECTION 2 The number of shop stewards shall be that number reasonably required in order to assure that each employee in the bargaining unit shall have ready access to a shop steward. At least one shop steward will be designated by the Union for each operating Division, but not more than one for each Section.

SECTION 3 The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all Union officers, Committee members, alternates and authorized shop stewards together with the designation of the work area each shop steward is authorized to represent. Duly elected Union officers not to exceed five in number and excluding shop stewards shall be assigned to the day shift for the tenure of their office.

SECTION 4 The Committee (consisting of five members) shall represent the Union in meeting with officials of the Employer to discuss appropriate matters, including any grievance which has progressed past the first line of supervision. A shop steward may receive and investigate, but shall not solicit complaints or grievance of employees on government time or property.

SECTION 5 Union representatives, 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 will report their return to work to their supervisor. Normally, permission will be granted to Union representatives requesting a pass to leave their work area to conduct appropriate Union business, and supervisors will make every reasonable effort in this respect consistent with work requirements. Union representatives will guard against excessive use of time in handling matters necessitating their absence from their work assignment. Activities concerned with the internal management of the Union, such as, but not limited to, solicitation of memberships, campaigning for officers and the distribution of literature, shall not be conducted during working hours of the employee concerned.

SECTION 6 The Employer agrees that Officers of the Union, National Officers and other duly designated representatives of the Union who are not duty-status employees of the Bureau, will be admitted to the Bureau upon request to the Employer by the Union, for the purpose of meeting with officials of the Employer at a mutually agreed upon time. Such visits shall be governed by Bureau security and other pertinent regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during their stay in the Bureau.

ARTICLE 6

HOURS OF WORK AND BASIC WORKWEEK

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

SECTION 2 Payment of Night Pay Differential and Overtime Pay to Unit employees shall administered in accordance with applicable statues, regulations and decisions of the Civil Service Commission, Department of the Treasury and the Employer.

SECTION 3 It is recognized that it may be necessary to change shift hours in some instance; in such cases, as much advance notice as possible will be given depending upon the circumstances.

SECTION 4 If during the life of this Agreement, legislation is enacted permitting less than a 40-hour basic workweek either party may open this Agreement for renegotiation of Section 1 of this Article.

ARTICLE 7

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. However, to meet **emergency** schedules, notice to the employee within the last hour of his scheduled shift immediately preceding the overtime hours, Monday to Friday, shall be construed to be advanced notice. Week-end 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. Apprentices will not be assigned to overtime work except in cases where sufficient qualified Journeymen are unavailable.

SECTION 2 **Overtime** assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills. Annual overtime rosters will be maintained on a calendar year basis by the supervisors and Shop Stewards in each Division in order to assure distribution of overtime as equitably as possible. It is understood that the Bookbinder assigned in the Division and on the shift wherein the overtime is worked shall be afforded the first opportunity to work the overtime. Further, that detail of Bookbinders outside their assigned Division will be offered first to the qualified Bookbinder on the same shift with the least amount of accrued overtime.

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 week end overtime, whether he is absent or present he will be charged as working that overtime, except that any employee on Court Leave or Military Leave who desires and is available for week end 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 may request reconsideration of a medical determination by submitting a current medical opinion, concurred in by the Bureau Medical Officer, certifying to the employee's fitness for duty including overtime assignment. 10

SECTION 5 Any employee who is "called back" to perform unscheduled overtime work either on a regular workday after he has completed his regular schedule of work and left the Bureau or on a duty outside his basic workweek, will be paid a minimum of two (2) hours of pay at the overtime rate even if his services cannot be utilized after he reports to work.

ARTICLE 8

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 eliminated 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 sick leave for the day released from duty. Such releases 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 requested, 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.

ARTICLE 9

ANNUAL LEAVE

SECTION 1. 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 2. Every reasonable effort will be made to adhere to leave scheduled in accordance with *Section 1*. 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 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 3. All emergency leave requests by employees shall be handled on an individual basis as they occur.

SECTION 4. 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.

ARTICLE 10

LEAVE OF ABSENCES

SECTION 1. The Employer, consistent with work requirements, will grant leave of absences 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 on 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 11

CIVIC RESPONSIBILITIES

SECTION 1. Court Leave— As provided by law, an employee under proper summons, other than one whose appointment is limited to temporary job employment, may be granted Court Leave. When absent on Court Leave the employee shall furnish a certificate from the Clerk of the Court showing that he was present for the days involved on:

- (a) — Jury duty in the State, District Of Columbia, or Federal Court; or
- (b) — As a witness for the Government of the United States or the District of Columbia.
- (c) — As a witness in a judicial proceeding on behalf of a State or local government.
- (d) — Is summoned or assigned by the Department to testify in a nonofficial capacity on behalf of the United States Government or that of the District of Columbia.

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

Inasmuch as a temporary employee (one whose appointment is limited to a year or less) is not entitled to Court Leave, he may be granted annual leave, if any, and retain the fees received for jury service. An employee summoned for jury duty will notify his supervisor promptly so that arrangements for this absence may be made.

SECTION 2. Voting— An employee who is an eligible voter and who so requests shall be excused for voting purposes in accordance with provisions of subject Bureau bulletins published periodically.

SECTION 3. An employee on Court Leave or Military Leave will be compensated therefore in accordance with appropriate regulatory provisions.

ARTICLE 12
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 by which operations are to be conducted and equipment is to be operated. However, 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:

SECTION 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 bookbinders in the Bureau of Engraving and Printing.

SECTION 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 representatives in order to discuss the purpose and operation of this equipment.

SECTION 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.

SECTION 4. The Union shall submit the written brief within 30 days of such request.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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 privilege.

ARTICLE 13

DISCIPLINARY ACTION

SECTION 1. The Employer has the sole responsibility for initiating and effecting disciplinary actions. Such actions will be for just cause and will be administered in accordance with applicable laws and regulations.

SECTION 2. The employee may appeal only those disciplinary actions excluded by items 12 and 13 of Article XVII, Grievance Procedure, through the appeals procedures available to him in accordance with Chapter 771 of the Treasury Personnel Manual, the Bureau's implementation thereof, and applicable Civil Service regulations. In any interview or meeting relating to an appeal of such disciplinary actions the employee may represent himself, select a representative of his own choosing, or elect to have the Union represent him.

ARTICLE 14

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.

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 15

SAEFTY

SECTION 1. The Employer shall make every effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage 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 employee organization, suggestions, which offer practical and economically feasible ways of improving safety conditions.

SECTION 3. No employee shall be permitted to perform repair work on machines while 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.

SECTION 4. The Union, where practical, may designate a representative to serve on the established Division safety committee.

SECTION 5. The Union will make every effort to prevent accidents of any kind, particularly those of a more serious nature involving personal injury and lost time. Should such accidents occur, however, the prime consideration will be the welfare and comfort of injured personnel.

SECTION 6. The Employer will provide prompt first aid on all shifts or, if circumstances indicate, secure other medical services and at all times make every reasonable effort to minister to the needs of employees who become ill or are injured in the course of their employment.

ARTICLE 16

GENERAL PROVISIONS

SECTION 1. The Employer agrees to have sufficient copies of this Agreement duplicated in order to furnish a copy to each Unit employee.

SECTION 2. Employee bulletin boards are available which may be utilized by the Union for posting material in accordance with the provisions of Chapter 711 of the Treasury Personnel Manual and Bureau Bulletin 70-23. Provided further, that the Employer will continue to provide the Union with copies of Bureau bulletins relating to personnel policies and practices and matters affecting working conditions that are of concern to Unit employees.

SECTION 3. The Employer agrees to provide to new hires in the Unit a copy of this Agreement.

SECTION 4. Whenever possible, consistent with qualifications and experience needs of a job, details including shift changes will be made on the basis of seniority. However, volunteers will be solicited first. A duly elected Shop Steward while acting in that capacity shall be the last person to be detailed outside his respective Division.

SECTION 5. Changes in shift assignment will be made consistent with the workload requirements of the shift involved. A change in shift assignment may be made by a Bookbinder upon written request in accordance with his seniority if all criteria for such assignments are consistent with provisions of Section 1, Article 111, of this Agreement. Provided further that any Bookbinder, so assigned, may not request a reassignment for a period of six (6) months.

SECTION 6. Seniority for the purpose of this Agreement is to be computed as continuous service in the Bureau as a journeyman Bookbinder, plus such time served in the Bureau as an Apprentice Bookbinder prior to the date of the approval of this Agreement.

SECTION 7. At such time as bookbinding equipment is in the hands of a Machinist and/or Electrician and stock is required incident to such repair and/or adjustment a Journeyman Bookbinder shall be in attendance.

SECTION 8. Any equipment or work over which the Bookbinders have been granted jurisdiction shall not be operated or performed by supervisory personnel except in cases of emergency.

SECTION 9. Journeymen, after one year's Bureau service, may be permitted to be reassigned to different Divisions when a vacancy exists in that Division upon written request under the following conditions:

(a) The Bookbinder desiring reassignment to another Division must reduce this request to writing and forward the written request to his Division Superintendent.

(b) Requests submitted before the date a vacancy is identified will be honored by seniority of the Journeyman.

(c) However, assignments to bench work vacancies will be made from Bookbinders trained in bench work at their request and who have indicated a willingness for such assignments.

(d) No Bookbinder will be reassigned at his request more frequently than once in any 12-month period.

ARTICLE 17

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement for 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 an employee or group of employees in the Unit on matters other than the interpretation or application of this 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. 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 rating 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. Decision on Wage Grade Classification Appeals. (FPM-532)
7. Nonselection for promotion from a group of property ranked and certified employees. (FPM -335)
8. Removal suspension for more than 300 days, furlough without pay, and reduction in grade, rank or pay (FPM- 752) and separation of probationary employees.
9. Decision of the civil service commission.
10. The content of published Department or Bureau policy.
11. Employee Work performance requirement and rating. (Form 1884)
12. Letters of Caution or reprimand. (FPM-771)
13. Suspension for 3 days or less. (FPM- 771)
14. Matters reserved exclusively to the employee in Article 3 of this, agreement and all other management rights, which are not abridged by a specific provision of this agreement.

SECTION 3. An employee, in a 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, 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 fifteen (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 I. The grievance, either orally or in writing, 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, request the Supervisor to arrange for a meeting with the Division Superintendent in an effort to resolve the grievance informally. The Superintendent shall meet with the grievant and his representative, within two (2) 25

working days after receipt of such request. 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, it 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 (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(s) 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 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 impartial 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 18

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. Matters reserved exclusively to the Employer and all other management rights, which are not abridged by specific 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 Executive Order 11491.

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 them 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 workweek. The grievant, not more than five (5) duty status employee representatives who have direct knowledge of circumstances and factors

bearing on the case shall be excused from 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 thirty (30) calendar days after the conclusion of the hearing unless the Parties otherwise agree.

SECTION 8. it is agreed and recognized that arbitration Is provided herein is invoked with the approval of the aggrieved, the consent Of the Union; and that either the Employer or the Union may file exception to an arbitrator's award with the Federal Labor Relations Council under regulations prescribed by the Council.

ARTICLE 19

DUES WITHHOLDING

SECTION 1. This Article is for the Purpose of permitting employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensation and covers all eligible employees: (1) who are represented under this recognition; (2) who are members in good standing of the Union; (3) who voluntarily complete appropriate allotment form (SF-1187); and (4) who receive compensation sufficient to cover the total amount of the allotment.

SECTION 2. The Union agrees to assume the responsibilities for:

(a) Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked;

(b) Purchasing and distributing to its members SF 1187;

(c) Notifying the Office of 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 ceased to be a member in good standing of the Union within ten days of the date of such final determination.

(d) Forwarding properly executed and certified SF 1187 to the Office of 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 post twelve months;

(e) Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and a copy of off revocations 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) The 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:

ARTICLE 20

DURATION AND CHANGES

SECTION 1. This Agreement shall remain in full force and effect for one year 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 thirty (30) calendar days after receipt of notice by the addressee, the parties will meet to negotiate matters proposed for amendment or to negotiate a new Agreement.

SECTION 3. By mutual consent of the parties, this Agreement may be opened for amendment or added to by supplemental agreements. Any request for such amendment or supplemental agreements shall be in writing and must be accompanied by a summary of the amendment or supplemental agreement proposed. Within 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.

