

LABOR-MANAGEMENT
AGREEMENT

Between the

U. S. DEPARTMENT OF COMMERCE
OFFICE OF THE SECRETARY
OFFICE OF ADMINISTRATIVE OPERATIONS

and

WASHINGTON PRINTING AND GRAPHIC
COMMUNICATIONS UNION

LOCAL 1-C

of

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
AFL-CIO

PREAMBLE

Public interest requires high standards of employee performance and continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and the well-being of employment and efficient administration of government are benefited by the participation of employees.

This agreement is made and entered into by and between the United States Department of Commerce (DOC), Office of Administrative Operations (OAO) [the Employer], and the Washington Printing & Graphic Communications Union, Local 1-C, Graphic Communications International Union, AFL-CIO [the Union]. The purpose of this agreement is to promote harmonious relations between the Employer and the Union.

ARTICLE 1

COVERAGE

SECTION 1. The recognized Bargaining Unit includes, and this Agreement applies to and covers, all employees engaged in printing and production work employed by the Employer in its Printing Procurement/Visual Division and Electronic Publishing/Mail Division but excluding all management officials, supervisors, professional employees and employees described in 5 U.S.C. Section 7112 (b) (2),(3),(4),(6), and (7) who are covered by the Federal Labor Relations Authority grant of Exclusive Recognition dated July 7, 1994.

SECTION 2. The Employer recognizes the Union as the exclusive representative of all employees in the Bargaining Unit defined in this Article, with respect to grievances, personnel policies, practices, and procedures, and other matters affecting their general working conditions, subject to the express limitation of this Agreement.

ARTICLE 2

EMPLOYEE RIGHTS

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

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

ARTICLE 3

EMPLOYER RIGHTS

SECTION 1. The Employer retains the right in accordance with applicable law and regulations to direct employees of the Bargaining Unit; to select, hire, promote, transfer, assign, and retain employees in positions within the Bargaining Unit; to suspend, demote, reduce in grade or pay, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the efficiency of Government operations entrusted to it; to determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the Bargaining Unit in situations of emergency, i.e., circumstance or a combination of circumstances which calls for immediate action.

SECTION 2. The right to make reasonable rules and regulations shall be considered an acknowledged function 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 and to the obligations imposed by this Agreement; however, such obligations and regard shall not be construed to extend to such areas of discretion and policy as the OAO's functions or mission, budget, or matters pertaining to the quality, accountability, or security of the DOC's products.

SECTION 3. The Employer reserves the right to change any condition deemed detrimental to the OAO's internal operations and provision of printing services to DOC offices. No changes will be made until the Employer informs the Union of the planned change(s).

ARTICLE 4

UNION REPRESENTATION

SECTION 1. The Union agrees to designate in writing an employee from the Bargaining Unit to serve as a Shop Steward and alternate under this Agreement and provide a copy of these designations to the Employer. The Employer agrees to recognize the Shop Steward and alternate designated by the Union.

SECTION 2. The Union shall furnish the Employer with a list of its local officers and executive committee and the names of its designated DOC Shop Steward (Shop Steward) and alternate within ten (10) calendar days after the effective date of this Agreement. The Union shall be responsible for keeping this list up to date and furnishing the Employer with a new listing on January 1 of each year including updates as they occur throughout the year.

SECTION 3. The Shop Steward and his/her alternate shall represent the Union and Bargaining Unit employees in meetings with the Employer to discuss appropriate matters. They may receive and investigate, but shall not solicit, complaints or grievances of employees on Government time and property. 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 or authorization cards, shall not be conducted during working hours of the employees concerned.

SECTION 4. The Shop Steward shall request permission from his/her immediate supervisor before engaging in official union representational activities. The request shall include the nature of the representational activity, locations of the employees involved and the estimated time required. If the Shop Steward cannot be released immediately, he/she will be advised of a time when he/she can be released. This same procedure shall be followed with the immediate supervisor of the employee being contacted. The Shop Steward will report his/her return to work to their supervisor. Normally, permission will be granted to the Shop Steward or his/her alternate to leave the work area to conduct appropriate Union business, and supervisors will make every reasonable effort in this respect consistent with work requirements. The Shop Steward and his/her alternate will guard against excessive use of time in handling matters necessitating their

absence from their work assignment. The Shop Steward and his/her alternate may engage in such activities without suffering any loss in pay or benefits legally allowable. No overtime payments will be made for the conduct of Union business.

SECTION 5. The Employer agrees that local officers and other representatives of the Union who are not duty-status employees of the DOC will be permitted to visit the Herbert C. Hoover Building (HCHB), upon request, to meet with the Employer or employees at a mutually agreed upon time during working hours. Such visits shall be governed by DOC security regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during their visits to the HCHB.

SECTION 6. The number of Union Representatives at formal meetings called by the Employer or the Union shall be limited to the Shop Steward or his/her designated alternate.

SECTION 7. The Employer agrees to allow the Shop Steward and his/her alternate to use official time for the following activities:

- (a) Receive complaints from employees;
- (b) Participate in negotiation sessions;
- (c) Meet with bargaining unit employees and other management/supervisory officials; and
- (d) Receive training directly related to carrying out their responsibilities as Shop Steward/Alternate Shop Steward.

The Union agrees to ensure that the use of official time by the Shop Steward and alternate to carry out the above activities is reasonable, necessary and in the public interest.

ARTICLE 5

HOURS OF WORK AND BASIC WORKWEEK

SECTION 1. All employees in the Bargaining Unit are eligible to participate in the DOC Office of Administration Alternative Work Schedule (AWS) Plan. Their participation in the AWS Plan is not an employee right and is subject to a determination (on a case-by-case basis) by the employee's immediate supervisor (and concurrence by higher-level management) that their participation in the AWS Plan will not cause an operational hardship or affect office coverage. The Employer will make a sincere effort to accommodate all reasonable employee requests to work an AWS but reserves the right to change or terminate all approved AWS plans if operational problems occur that interfere with the service mission of the Unit.

SECTION 2. The Employer will administer the AWS program in accordance with the guidelines and procedures contained in the AWS Plan.

SECTION 3. Reasonable time, normally five minutes, will be allowed employees for cleanup before lunch.

SECTION 4. Reasonable time will be allowed production employees to clean tools and equipment, and to secure the same at the end of their tour of duty. Fifteen minutes personal cleanup time will be allowed for those employees required to change clothes.

ARTICLE 6

OVERTIME WORK

SECTION 1. Employees are required to work all overtime assigned unless specifically excused by the employee's immediate supervisor. Overtime work shall be paid for at appropriate overtime rates.

SECTION 2. The Employer agrees to provide the employee with as much advance notice as practicable in assigning overtime. The Union recognizes that in some cases little or no advance notice may be possible.

SECTION 3. Overtime will be distributed as equally as possible among the employees in accordance with their particular skills and consistent with the practice that the tour of duty on the regularly assigned equipment requiring overtime determines the assignment of overtime to the employees. The Employer will inform the Shop Steward of the persons who will be working overtime each day.

SECTION 4. Employees whose medical records, including written statements from their physicians, indicate that their assignment to overtime work may be injurious to their health will be referred to the Department's Medical Officer. Upon the Medical Officer's recommendation, and after consultation with the employee's physician, such an employee will not be assigned overtime work. Employees on overtime restriction shall be required to submit a written statement on their medical condition from their physician every ninety (90) days. An employee may request reconsideration of this determination by submitting current medical opinion or other substantive evidence to establish that overtime work will not be injurious to the employee.

SECTION 5. If any employee is "called back" to perform unscheduled overtime work, either on a regular workday after the employee has completed a regular work shift and has left the work site, or on a day outside the employee's basic workweek, the Employer will provide a minimum of two (2) hours of work.

SECTION 6. An employee who is not present on the day when overtime work outside of the basic workweek is assigned may be denied the assignment of such overtime by the Employer. The Employer will not contact the employee at home to offer the opportunity to work overtime. An employee who wishes to be considered for overtime must notify his/her supervisor of his/her availability for overtime assignments, and will be called to work the overtime, if needed.

ARTICLE 7

TECHNOLOGICAL CHANGES

The Employer agrees to inform the Union as far in advance as possible, but no less than ninety (90) calendar days prior to the estimated date of its installation, of new technological or equipment changes which will affect the working conditions of Bargaining Unit employees. The Employer agrees to discuss the impact of such changes with the Union, upon request, and to consider the views and recommendations of the Union.

ARTICLE 8

LEAVE

SECTION 1. The granting and use of annual leave, sick leave, administrative leave, court leave, military leave, and leave without pay shall be governed by DOC leave policy set forth in the DOC Office of Human Resources Management (OHRM) "Handbook of Leave Administration" and the DOC "Employee Handbook."

SECTION 2. Employees shall use SF-71, Application for Leave, to request and obtain approval from their immediate supervisor to use sick leave for scheduled visits to doctors, dentists, or other medical practitioners, or for diagnostic examinations. Employees shall submit the SF-71s at least forty eight (48) hours in advance of the scheduled visit.

SECTION 3. If an employee cannot report for duty because of an injury or illness or if an emergency arises which makes it necessary for the employee to be absent from duty, the employee is responsible for personally notifying his/her supervisor of this situation. In such instances, this notice shall be given by the employee by no later than one (1) hour after the start of the employee's work shift. If the degree of illness, injury, or other difficulties encountered prevent compliance within the one (1) hour limit, the employee or someone on their behalf shall give such notice as soon as possible thereafter.

SECTION 4. Annual leave will be scheduled on a first come, first served basis in accordance with the operational needs of the OAO and the employee's immediate work unit. When two or more employees request annual leave immediately prior to or after a holiday, preference shall be given to employees who had not been granted similar annual leave in the preceding year.

SECTION 5. The Employer agrees that whenever it becomes necessary to close the HCHB during the work day because of inclement weather, power outage, fire or other emergency situations and to grant administrative leave to employees who are excused because of the emergency, reasonable efforts will be made to inform all employees as soon as possible. If inclement weather prevents an employee from reporting to work on time at the beginning of his/her work shift and the HCHB is not closed, the employee will be granted administrative leave

or liberal leave [as determined by the Office of Personnel Management (OPM)] to cover his/her absence from work until the employee reports to work. If the employee is unable to report to work, the supervisor will allow the employee to use annual leave for his/her absence from work for the day.

ARTICLE 9

SENIORITY

SECTION 1. Seniority is defined as continuous service with the Employer and will be computed on the basis of the effective date of assignment in the employee's respective job classification (see SF-50, Notification of Personnel Action). Further, ties in seniority will be broken, first by total DOC service, and then by total Government service (i.e., service computation date).

SECTION 2. Seniority herein defined shall govern when practicable, in all cases of temporary details and tour of duty change assignments. A senior employee shall be given his choice of tour of duty when a vacancy occurs within a job classification, unless medical restrictions require otherwise.

SECTION 3. Any employee who is promoted (other than temporarily) out of the job classification as mentioned in Section 1 shall retain his/her seniority accrued as of the date of such promotion. Upon permanent return of the employee to a previous job classification, the employee will be credited with any seniority formerly earned in the classification. Any change of classification within a Section shall be governed by the above procedure.

SECTION 4. All newly-hired employees are automatically placed on the bottom of the seniority list for all intents and purposes hereinbefore stated.

SECTION 5. The Employer will inform Bargaining Unit employees whenever there is a vacancy in the work unit. A vacancy occurs when an employee leaves his/her position through retirement, promotion, or for any other reason; or when the work load is expanded and a new position is created. Eligible employees may compete for any vacant position by applying for it in accordance with the instructions noted on the job vacancy announcement. A copy of all vacancy announcements will be provided to the Shop Steward for posting on the Union bulletin board.

ARTICLE 10

SECURITY

Each employee in the Bargaining Unit is responsible for adhering to all work unit, HCHB and DOC security regulations and requirements, with particular reference to the protection and securing at the end of the workday all equipment, materials and supplies in the employee's immediate work area.

ARTICLE 11

POSITION DESCRIPTIONS

SECTION 1. Each employee will be given a copy of their position description (PD). The Employer, upon request, will provide the Union with a copy of all position descriptions within the Bargaining Unit including all changes that occur.

SECTION 2. It is agreed and understood that it is Department policy to use the PD Library (an automated file of generic Department-wide standardized PDs) in establishing (in the bargaining work unit) a new position or changing a current position if the occupational series and grade level desired are available in the Library. In the event, the position in question is not in the PD Library, the Employer will prepare the new PD/revise the current PD. In doing so, the Employer will determine the job content, qualifications, and requirements for the job. In making the above determinations, the Employer agrees to seek and consider the Union's viewpoint. The Employer further agrees to advise the Union of the criteria upon which its determinations are based. The Union will be furnished, upon request, copies of work standards or other evaluation material pertinent to jobs in the Unit. In addition, the Employer and Union may meet to clarify and attempt to agree on definitions and terms used in job descriptions. Such meetings will occur on request of either party.

SECTION 3. Annually, each employee will have the opportunity to review his/her position description for completeness and accuracy. The employee may, at other times during the year, ask for a review of his/her position description in connection with any dissatisfaction the employee may feel relative to its accuracy.

ARTICLE 12

PERFORMANCE EVALUATION AND PRODUCTIVITY

SECTION 1. It is agreed and understood that the Employer is responsible for evaluating the work performance of employees and rating each employee accordingly. Such ratings will be given annually in accordance with DOC policy and Federal laws. All performance ratings shall be given by the Employer in a fair, objective, and reasonable manner on Form CD-516.

SECTION 2. In accordance with DOC policy, all DOC employees including Bargaining Unit employees will receive one midpoint progress review during the rating period.

SECTION 3. An employee's overall performance rating including the ratings assigned to individual performance elements is grievable.

SECTION 4. The Union acknowledges that the Employer has a continuing obligation to improve the efficiency of operations in accordance with the express directives of the President, the Congress, OPM, and DOC management. The Union recognizes, further, that to fulfill this

obligation, the Employer will continually monitor and evaluate productivity and utilization of its personnel and equipment, methods and procedures by which operations will be conducted, use of new technology, etc. The Employer will consider the views of the Union on this subject prior to its final determinations.

SECTION 5. The Union agrees that each employee in the Bargaining Unit is responsible for producing a fair day's work and making every effort to meet the quality, production, delivery, security, and accountability standards established by the Employer.

SECTION 6. The Union, in accordance with applicable law, is opposed to work stoppage or slowdown by any employee in the Unit and to any subterfuge designed to accomplish this end.

SECTION 7. Each employee is responsible for maintaining physical and accountability control over any and all printed or unprinted stock located in the employee's immediate work area, and for accounting for such stock while it is under the employee's control. Each employee is also responsible for not printing of any unauthorized materials or for creating discrepancies in balancing of authorized printings and unprinted stock.

ARTICLE 13

ADVERSE ACTIONS

An employee may seek redress of an adverse action, i.e., suspensions of fifteen (15) days or more, removals from the DOC and the Federal Service, and reductions-in-grade, by filing an appeal, either individually or in conjunction with the Union to the Merit Systems Protection Board (MSPB).

ARTICLE 14

HEALTH AND SAFETY

SECTION 1. The Employer will provide and maintain a work environment that is free of safety and health hazards in keeping with Federal laws and DOC regulations, and the Union will actively encourage all Unit employees to work in a safe manner.

SECTION 2. It is recognized that each employee has a primary responsibility for his/her own health and safety and an obligation to know and comply with all health and safety rules and practices. The Employer will welcome suggestions from individual employees and the Union which offer practical and economically feasible ways of improving health and safety conditions.

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

SECTION 4. Employees will report hazardous safety and health conditions to their immediate supervisor. The supervisor, if possible, will take the necessary action to eliminate/abate the hazardous condition or immediately notify the DOC's Safety Office. The Safety Office will inspect the area and take appropriate action to eliminate/abate the health or safety hazard so that it no longer poses a danger to employees in the work unit.

SECTION 5. Whenever a condition is found to exist in the work area which could reasonably be expected to cause death or immediate serious harm, the dangerous condition shall be immediately brought to the attention of supervisory personnel. If the dangerous condition cannot be corrected/eliminated, employees will be removed from the affected area.

SECTION 6. Standards for noise, airborne dust concentrations, and fumes will be established, published and monitored.

ARTICLE 15

PERSONNEL MOVEMENTS IN RIF SITUATIONS

SECTION 1. The Employer agrees to make a reasonable effort to avoid or minimize a reduction in force (RIF) by adjusting the work force through promotion, reassignment, or transfer of employees to available vacancies for which they are qualified.

SECTION 2. The Employer agrees to notify the Union of the necessity of a RIF as far in advance as possible. The Employer in this notice will furnish the Union with information on the affected competitive levels, the number of employees affected, the retention standings based on total Government service, Veterans Preference and type of appointment as soon as possible but no later than thirty (30) calendar days prior to the issuance of RIF notices to all affected employees.

SECTION 3. It is agreed that the Employer, to the extent consistent with approved funding and manpower requirements, will make a reasonable effort to reassign employees whose positions are proposed for elimination for any reason including Government downsizing, elimination or transfer of DOC programs and functions to other Federal agencies, and/or automation or adoption of laborsaving devices. It is agreed that the Employer, subject to availability of funds, will make a reasonable effort to train for reassignment to available vacancies those employees whose positions are eliminated because of automation or adoption of labor saving devices, provided such employees have the necessary aptitude as determined by the Employer.

ARTICLE 16

EQUAL EMPLOYMENT OPPORTUNITY

The Employer and employees of the Bargaining Unit agree to support and comply with Federal and DOC policies and programs for ensuring Equal Employment Opportunity.

ARTICLE 17

PERSONNEL RECORDS

SECTION 1. Employees' official personnel folders (OPFs) shall be maintained in accordance with applicable laws and DOC regulations and shall contain only documents and records which are germane to the employee's employment. An employee and/or a person designated in writing by the employee may, upon request, have access to review or photocopy such documents therein as may be required.

SECTION 2. Any record, file, or document which is not available to the employee or the employee's personally designated representative for inspection will not be made available to any unauthorized persons for inspection or photocopying. Such information shall be made available only to authorized persons for official use as provided for by applicable law and DOC regulations.

SECTION 3. Information maintained by a supervisor which is to be used for the purpose of evaluating an employee will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee is made aware of the presence of such material. Such information shall be open for inspection by the employee and one designated Union representative, if any, under the supervision of the person maintaining the record. Reasonable advance notice must be given by the employee.

SECTION 4. Any information maintained by a supervisor which is to be used for evaluating an employee for purposes of selection for training and promotion will be used only during the current rating year. The employee's last annual performance evaluation will be used for purposes of selection for training and promotion.

ARTICLE 18

FACILITIES AND SERVICES

SECTION 1. The Employer will provide the Union with a bulletin board for posting Union material. Materials posted must be reasonable in size and contain nothing that might become a source of criticism or embarrassment to the DOC or would seem to identify it as official DOC material or imply that it is sponsored or endorsed by the DOC.

SECTION 2. The Employer will provide a copy of this Agreement to all employees in the Bargaining Unit. In addition, the Employer will have additional copies of this Agreement printed and provide a copy to all new employees entering the Bargaining Unit. The Employer will also provide the Union with up to 50 copies to meet Union needs.

ARTICLE 19

MISCELLANEOUS PROVISIONS

SECTION 1. The parties agree that employees should be given the opportunity and encouraged to participate in the Combined Federal Campaign, United States Saving Bond drives, Blood Donor drives, and other worthy programs. The Employer and Union agree that participation will be completely on a voluntary basis.

SECTION 2. The parties agree that in order to provide office coverage, ensure the orderly conduct of operations, avoid any potential conflict of interests (including the appearance thereof) and any ethical problems, all employees in the Bargaining Unit agree to submit a written request to their immediate supervisor and obtain their approval prior to engaging in any outside employment.

ARTICLE 20

GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as any complaint, except as excluded in Section 2 below:

- (a) By any employee concerning any matter relating to his/her employment;
- (b) By the Union concerning any matter relating to the employment of any employee;
or
- (c) By any employee, the Union or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach of this Agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee, Union and management grievances over the interpretation or application of this Agreement and other employee dissatisfactions over matters subject to the control of management. Unless otherwise provided for, this procedure shall be the sole procedure available to the Union, Employer or Bargaining Unit employees for resolving agreements.

Excluded from this negotiated grievance procedure are the following:

- (a) Actions resulting from the involvement in prohibited political activities;

- (b) Actions relating to:
 - (1) Retirement, life insurance or health insurance;
 - (2) Any examination, certification, or appointment;
 - (3) A suspension or removal predicated or accomplished in the interest of national security; and
 - (4) Notice of a proposed disciplinary action or proposed adverse action;
- (c) The classification of any position which does not result in the reduction-in-grade or pay of any employee;
- (d) Termination of probationary, term or temporary employees; and
- (e) The non-receipt of a quality step increase, special act award, or other individual or group award under the Employer's incentive award program;

Nothing in this section will preclude employees from exercising the option of appealing adverse actions to the MSPB or processing any allegation of a prohibited personnel practice defined in law through appropriate statutory appeals process. An employee may not utilize both the appellate process and negotiated grievance process. The employee will be deemed to have exercised his/her option at such time as the employee timely files written notice under the applicable appellate procedures or timely files a grievance under Step 3 of this Article, whichever event occurs first.

SECTION 3. Since dissatisfactions and disagreements may occasionally arise with some people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on a grievant's good standing, performance, loyalty or desirability, nor will any reprisal be taken for initiating such grievance. Similarly, the occurrence of grievances shall not be construed as reflecting unfavorably upon the Employer's quality of supervision or upon the Union's competence or good intentions.

SECTION 4. The parties may agree to extend any time limit in this Article. Such extension will be documented prior to the expiration of the time limit. Failure of the Employer to observe the time limits shall be cause to advance the grievance to the next step. Failure of the Union or the aggrieved to observe time limits shall be cause for denial of any further remedy.

SECTION 5. Grievances, based on final decisions on unacceptable performance, removals, or suspensions for more than fourteen (14) calendar days, reduction-in-grade or pay, or furloughs for thirty (30) calendar days or less where the statutory review procedures have not been selected by the employee, will be initiated at **STEP 3** in Section 6 of this negotiated grievance procedure. Grievances over reprimands and suspension for fourteen (14) calendar days or less will be initiated at **STEP 2** in Section 6 of this negotiated grievance procedure.

Section 6: All grievances shall be submitted by the grievant in writing on the labor-management grievance form shown in Attachment 1 to this Agreement. Copies are to be obtained from the designated Union official.

Employee grievances will be processed as follows:

- (a) **STEP 1.** The grievance shall be submitted by the grievant in writing to the immediate supervisor within twenty (20) work days from the time at which the employee became aware of the action or condition. However, a grievance over a continuous practice may be submitted at any time. A copy of the grievance shall also be submitted to the OHRM. The President of the Union or his/her designee shall be responsible for submitting a copy of the grievance to the OHRM.

Upon receipt of the written grievance, the supervisor shall schedule a meeting with the grievant and/or his/her designated representative on a mutually agreeable workday within five (5) work days of receipt to settle the grievance informally. If no immediate settlement is reached, the supervisor shall give a written decision to the grievant within ten (10) work days of the meeting.

- (b) **STEP 2.** If the grievant is not satisfied with supervisor's decision at **STEP 1**, the grievant may submit the grievance to the next higher level management official within five (5) work days (with a copy to the OHRM). The grievance shall be submitted in writing and include a copy of the supervisor's written decision. The official at the next higher level shall render a written decision to the grievant within ten (10) work days of receipt of the grievance.
- (c) **STEP 3.** If the grievant is not satisfied with the **STEP 2** decision, the grievant may submit the grievance to the next higher level within five (5) work days after receipt of the **STEP 2** decision. The grievance shall be submitted in writing (with a copy to the OHRM) and include all of the documentation developed during the 1st and 2nd steps. The official at the next higher level shall render a written decision within ten (10) work days of receipt of the grievance.
- (d) If the parties mutually agree, a meeting may be held during **STEP 2** and/or **STEP 3** of this procedure.
- (e) If the matter is still unresolved, only the Union or the Employer may invoke arbitration under the provisions of Article 21 of this Agreement.
- (f) Should either party question the grievability of a matter presented under the terms of this Agreement, the matter will be presented to an arbitrator in accordance with the provisions of Article 21 of the Agreement, as a threshold issue, in the event arbitration over the substance of the grievance occurs.
- (g) Should the grievant raise a new issue or remedy not previously presented at the

appropriate level of the grievance procedure, in the interest of resolving the grievance at the lowest possible level, such new issue or remedy will cause the grievance to revert to the next lower level for consideration/action within five (5) work days.

SECTION 7. An employee or group of employees shall submit their grievance to management through the Union President or his/her designee on the negotiated grievance form. Receipt of the grievance form by management must be in accordance with the time limits specified in Section 6. Blank forms are to be retained by union representatives. Management may resolve such grievances, provided the adjustment is consistent with the terms of this Agreement and the Union had an opportunity to be present at the adjustment.

SECTION 8. It is agreed that the Employer or the Union may file grievances based on an action that concerns an alleged violation of the provisions of this Agreement, or any supplement to it. This is the sole vehicle for review of such actions. This provision shall not operate to restrict the Employer in the exercise of its retained rights.

- (a) The Director, OAO (the Director) shall initiate the management grievance in writing and present it to the designated Union official within twenty (20) work days of the action or condition giving rise to the grievance. Decisions by the Union official shall be rendered in writing no later than twenty (20) work days following receipt of the grievance. Should the grievance remain unresolved, arbitration may be invoked within twenty (20) work days.
- (b) The designated Union official shall initiate a Union grievance in writing and present it to the Director within twenty (20) work days of the action or condition giving rise to the grievance. Decisions by the Director shall be rendered in writing no later than twenty (20) work days following receipt of the grievance. Should the grievance remain unresolved, arbitration may be invoked within twenty (20) work days.
- (c) In the case of a management or Union grievance, a meeting may be held between both parties, upon mutual consent.

SECTION 9. It is agreed by all parties that bargaining unit employees participating as witnesses in a grievance are in an active duty status during such participation; however, no overtime will be authorized.

SECTION 10. If at any step the parties agree to the means of adjusting any grievance, they shall state their agreement in writing signed by all parties. This will constitute the final resolution of the grievance.

SECTION 11. It is agreed that every effort will be made by the parties, and the aggrieved to settle grievances at the lowest possible level.

ARTICLE 21

ARBITRATION

SECTION 1. Arbitration is provided for as a means of obtaining the services of a third party to assist in the resolution of grievances. If the decision on a grievance processed under the grievance procedures set forth in Article 20 of this Agreement is not satisfactory, the Employer, the Union as the grievant or as the representative of the employee grievant(s) may invoke arbitration. The notice to invoke arbitration shall be in writing and signed by the Union President (if the Union is invoking arbitration) or by the Director, OAO (if the Employer is invoking arbitration) and submitted within twenty (20) workdays following the Step 3 decision of the negotiated grievance procedure. These are the only two parties who have the right to invoke arbitration.

SECTION 2. Within ten (10) workdays from the day of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Employer shall prepare the necessary paperwork for requesting such a list and provide a copy of such written submission to the Union.

A brief statement of the nature of the issue(s) in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issue(s) involved. The request shall also include a verbatim copy of any provision relating to the arbitration of the grievance. The parties shall meet within ten (10) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one name from the list of seven and shall repeat this procedure until only one name remains. The remaining name shall be the duly selected arbitrator. A coin flip shall determine which party strikes the first name.

The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

SECTION 3. The Employer and the Union agree to share the cost (if any) of arbitration as follows:

- (a) Arbitrator's fees and expenses shall be shared equally by the parties;
- (b) If a transcript is required by the arbitrator, the cost shall be shared equally by the parties. When a transcript is not required by the arbitrator, but either party desires a transcript, the requesting party shall bear the cost. If both parties desire a transcript, the costs shall be shared equally. The transcript, where required by the arbitrator or by mutual agreement of the parties, shall be executed by a certified court reporter; and
- (c) All other costs which the parties mutually agree to incur shall be shared equally.

SECTION 4. The Employer and the Union shall attempt to agree in writing upon the precise issue to be decided, and shall submit a joint statement to that effect to the arbitrator. If the parties cannot agree on the issue(s) to be decided, each party shall state in writing the issue(s) as it sees it, and submit it to the arbitrator. The party invoking arbitration shall include in its statement of issue specific citations as to the section(s) of this Agreement, or the applicable regulation, it claims to have been violated and the redress it expects from arbitration. The arbitrator shall decide which issues are pertinent to the grievance. Written briefs may be submitted by the parties to the arbitrator, together with any documentation and stipulations of fact. Each party will furnish copies of any briefs to the other party. The arbitrator may issue a decision and award based on the information contained in the briefs; or, if the arbitrator believes he/she will develop facts not previously brought out and will assist him or her in arriving at a decision, or if either party so requests, the arbitrator shall direct that a hearing be held. Pre-hearing briefs may be submitted by either party with a copy to the other party not later than three days prior to the hearing.

Except in extraordinary circumstances, such hearing will be held on the Employer's premises during regular day-shift hours of the basic workweek.

The Union agrees to notify the Employer, in writing, at least five workdays before the hearing date, of the names of the employee witnesses it intends to call. Subject to work requirements, official time will be granted for the attendance of a reasonable number of these witnesses. However, under no circumstances will premium pay or compensatory time off be authorized under this section for either participants or witnesses called.

SECTION 5. In fashioning an award, the arbitrator shall not add to, subtract from, or otherwise modify any of the terms of this Agreement; nor shall the arbitrator substitute his or her discretion for that of the Employer or the Union where either party has such discretion by virtue of the terms of this Agreement. The arbitrator's award shall also be in accordance with the terms of this Agreement, existing laws and regulations of appropriate authorities, published agency policies and regulations, and the Statute.

SECTION 6. The arbitrator will be requested to render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than 30 days after the conclusion of the hearing unless the parties otherwise agree to an extension of time.

The arbitrator's decision and award shall be directed to the Director, OAO, with copies to the OHRM and the Union President. The arbitrator's decision(s) shall be final and binding, and the remedy shall be effected in its entirety.

SECTION 7. Either party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the MSPB within 30 days of the issuance of the decision. Such review will be sought in the Court of Claims or a US Court of Appeals in accordance with the provisions of Section 7703 of Title V, US Code, and Section 7123 of the Statute.

Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter other than those described above. Such exception must be filed within 30

days of the issuance of the decision in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately. The filing of such an exception shall act to stay the effect of an award until final adjudication by the Authority.

ARTICLE 22

DUES WITHHOLDING

The Employer and Union agree to honor and comply with the provisions of the Memorandum of Understanding of February 15, 1995 (Attachment 2) regarding the withholding and payment of dues to the Union by covered employees.

ARTICLE 23

DURATION AND CHANGES

SECTION 1. This Agreement shall remain in full force and effect for three (3) years from the date approved by Agency Head Review or thirty (30) calendar days after the signature by the parties and thereafter from year to year, unless written notice is given by either party to the other party in the period between ninety (90) and sixty (60) days prior to the end of any contract year of its desire to effect changes herein by amendment; provided, that this Agreement, as amended, shall terminate automatically on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with applicable law.

SECTION 2. A notice of desire to amend this Agreement, as provided in Section 1, will contain a summary of any amendment(s) 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, 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 to 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 signatories below representing the DOC and the Union.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement on this *24th* day of *September 1996*.

FOR THE UNION

Walter C. Jernigan Jr.
Walter C. Jernigan Jr.
Chief Negotiator

Wesley L. Wicks
Wesley L. Wicks
Alternate Chief Negotiator

Lee McLean
Lee McLean
Member

FOR THE EMPLOYER

Robert A. Galpin
Robert A. Galpin
Chief Negotiator

James T. McCombs
James T. McCombs
Alternate Chief Negotiator

Barbara L. Malebranche 9/24/96
Barbara L. Malebranche
Member

APPROVED: 10/24/96

LABOR-MANAGEMENT GRIEVANCE FORM

INSTRUCTIONS: This form is to be used for the presentation of all grievances in accordance with the Negotiated Grievance Procedure set forth in Article 20 of the Labor-Management Agreement between the Department of Commerce, Office of Administrative Operations and the Washington Printing and Graphic Communications International Union, Local 1-C. This form shall be completed by the grievant and submitted (an original and three copies) to the immediate supervisor.

GRIEVANT'S NAME: _____ PHONE NUMBER: _____

TITLE, SERIES, GRADE: _____

SUPERVISOR'S NAME: _____ PHONE NUMBER: _____

UNION REPRESENTATIVE'S NAME: _____ PHONE NUMBER: _____

Agreement, article and section, law and notice of instruction allegedly violated: _____

GRIEVANCE (State specifically how the agreement, law, notice, and/or instruction was allegedly violated. Give names, dates, places, and disciplinary action taken, if any. BE SPECIFIC) (Use additional sheets of paper if necessary)

REMEDY DESIRED (State specifically what adjustment(s) you feel would settle the case) (Use additional sheets of paper if necessary)

DATE: _____ GRIEVANT'S SIGNATURE _____

UNION REPRESENTATIVE'S SIGNATURE _____

SUPERVISOR'S DISPOSITION

STEP 1: (Decision by immediate supervisor will include full rationale for decision reached)

Date: _____ Supervisor's Signature _____

Decision remedies grievance

Grievance withdrawn

Proceed to **Step 2**

Date: _____ Grievant's Signature: _____

Union Representative's Signature: _____

STEP 2: (Decision by next level management official will include full rationale for decision reached)

Date: _____ Management Official's Signature: _____

Decision remedies grievance

Grievance withdrawn

Proceed to **Step 3**

Date: _____ Grievant's Signature: _____

Union Representative's Signature: _____

STEP 3: (Decision by next level management official will include full rationale for decision reached)

Date: _____ Management Official's Signature _____

Decision remedies grievance

Grievance withdrawn

Proceed to arbitration

Date: _____ Grievant's Signature: _____

Union Representative's Signature: _____

MEMORANDUM OF UNDERSTANDING

between

DEPARTMENT OF COMMERCE
OFFICE OF ADMINISTRATIVE OPERATIONS (EMPLOYER)

and

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 1-C

SECTION 1. This Memorandum of Understanding (MOU) permits eligible members of the bargaining unit exclusively represented by the Graphic Communications International Union (GCIU), Local 1-C to pay dues to GCIU, Local 1-C by payroll deductions. To be eligible, an employee must:

- A. Be a member of the bargaining unit;
- B. Be a member in good standing of GCIU, Local 1-C;
- C. Voluntarily complete and submit to GCIU, Local 1-C or the Office of Personnel Operations (OPO) a Standard Form (SF)-1187, Request for Payroll Deductions for Labor Organization Dues; and
- D. Receive enough compensation after taxes and other required payroll deductions to fully pay dues deduction.

Section 2. The Union will:

- A. Inform bargaining unit employees of the voluntary nature of dues deductions including conditions to revoke dues deductions;
- B. Give each bargaining unit employee expressing interest in GCIU, Local 1-C membership the following information:
 1. To discontinue dues deduction, an employee must submit to the Office of Personnel Operations (OPO) a signed --
 - a. SF-1188, Request for Revocation of Payroll Deductions for Labor Organization Dues, or
 - b. Memorandum, containing the employee's name and social security number, requesting dues deductions to be discontinued.
 2. During the first year of authorized dues withholding, an employee may not request dues deductions to stop at any time.
 3. During any subsequent year, an employee may stop dues deductions only during pay period 01 of each calendar year, provided OPO receives the employee's revocation request during the preceding two bi-weekly pay periods.

4. OPO will return untimely or improper requests to stop dues deductions directly to the requesting employee.

5. By signing an SF-1187, employees agree to dues revocation restrictions contained in this Section.

C. Distribute SF-1187's to bargaining unit employees;

D. Notify OPO in writing of:

1. Names and titles of current authorized GCIU, Local 1-C officials who certify accuracy of SF-1187's and compliance of SF-1187's with this MOU;

2. Changes in the amount of dues deducted and the name, title and address of union official where dues are sent (the current dues withholding is determined by GCIU, Local 1-C, not to exceed \$7.00 per employee for each bi-weekly pay period, sent to GCIU, Local 1-C); and

3. Employees no longer in good standing as GCIU, Local 1-C members, within ten (10) days of such determinations, and therefore, ineligible for dues withholding.

E. Timely forward properly executed and certified SF-1187's to OPO; and

F. Timely forward SF-1188's and other revocation notices to OPO upon receipt by GCIU, Local 1-C.

SECTION 3. The employer will:

A. Permit and process voluntary dues allotments in accordance with this MOU;

B. Deduct dues on a bi-weekly basis;

C. Notify GCIU, Local 1-C when employees are ineligible for dues deductions;

D. Remit amounts of dues deductions upon certification from the authorized Union official; and

E. Transmit remittance to the designated union official, with a listing of employees for whom deductions were made.

SECTION 4. Joint Understandings:

A. The amount of dues deducted may not be changed by GCIU, Local 1-C more frequently than once annually;

B. Administrative errors by the employer in dues remittance to GCIU, Local 1-C will be corrected and adjusted promptly, normally within two bi-weekly pay periods after identification of the error. If GCIU, Local 1-C receives overpayment and is not otherwise scheduled to receive remittance, GCIU, Local 1-C will refund the erroneous amount to the employer within 30 calendar days.

H. James Reese 2/14/95
 H. James Reese
 Human Resources Manager

Robert A. Galpin 2/15/95
 Robert A. Galpin
 Director, Office of Administrative Operations

Walter C. Jernigan Jr.
 Walter C. Jernigan, Jr.
 President
 Washington Printing and Graphic
 Communications Union, Local 1-C

FEB 14 1995