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## **Preamble**

This Agreement was made in compliance with Title VII of Public Law 95-454, Civil Service Reform Act of 1978, hereinafter referred to as the Statute or the Act, by and between the United States Mint and the Mint Council on behalf of the American Federation of Government Employees (AFL-CIO), representing Locals 51, 608, 695, 1023, 3653, and 3740.

This Agreement was achieved through cooperative, interest-based negotiations. The Parties began by acknowledging their mutual interest in, and commitment to, the accomplishment of the mission of the United States Mint, its products and its long-term viability, including the welfare of its employees.

We recognize that dedicated, professional, concerned, and satisfied employees are necessary for providing effective and ever-improving products and services. We seek to foster collaboration and cooperation in our workplace. We strive to improve working conditions, enhance the harmony between family and work life, and further a productive and progressive labor-relations process.

Our intent is that the process of trust and mutual respect by which this Agreement was forged sets an example for every work site. We will promote a simple and just means for resolving disputes and misunderstandings, provide an effective mechanism for articulating employee concerns, and foster open and effective communication.

Our intent is to maintain a safe, healthy, and quality workplace by creating an atmosphere where people are treated fairly and equitably. We will work together to fulfill the terms of this Agreement and accomplish the mission.

Now, therefore, with the foregoing in mind, the Parties enter into the following Agreement.

# **Article 1**

## **Exclusive Recognition and Unit Designation and Other Identities**

### **1-1 Unit Designation**

a. The Department of the Treasury, United States Mint, hereinafter referred to as the Mint or the Agency, has recognized the American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of all employees in the Unit, as defined by the Federal Labor Relations Authority (*Case No. 3-AC-70001, February 29, 1988*), and composed and limited as follows:

b. All professional and nonprofessional employees of the Department of the Treasury, U.S. Mint, including police officers; **excluding** police officers assigned to the Philadelphia Mint, management officials, supervisors, confidential employees, employees engaged in federal personnel work in other than a purely clerical capacity, and temporary employees (defined as those appointed for up to 700 hours with no reasonable expectation of reappointment).

The Agency and the Union are hereinafter collectively referred to as the Parties.

### **1-2 Further Identification of the Parties**

#### **a. AFGE Mint Council**

The AFGE Mint Council, hereinafter referred to as the Council, is the national entity for the Union with respect to the Unit employees listed above.

#### **b. Activities**

For the purpose of the Agreement, the following are designated activities:

1. San Francisco Mint – Local 51
2. Fort Knox Bullion Depository Local – Local 608
3. Denver Mint – Local 695
4. Philadelphia Mint – Local 1023
5. Mint Headquarters – Local 3653
6. West Point Mint – Local 3740

**c. Further Identities**

Further identities, as used elsewhere in this Agreement, will be as follows:

1. "Exclusive representative":
  - a) is certified as the exclusive representative of employees in an appropriate unit pursuant to 5 U.S.C. § 7111; or
  - b) was recognized by an agency immediately before the effective date of this Agreement as the exclusive representative of employees in an appropriate unit:
    - (1) on the basis of an election; or
    - (2) on any basis other than an election,and continues to be so recognized in accordance with the provisions of this Agreement;
2. Mint management and the AFGE Mint Council may be referred to collectively as the National Collaboration Council (NCC).
3. Local management and Local Union may be referred to collectively as the Local Collaboration Council (LCC).
  - a) At Washington, D.C., LCC refers to the Local Union President and the affected Associate Director(s) or the Deputy Director for the Office of the Director.
  - b) At Denver, CO, Fort Knox, KY, Philadelphia, PA, San Francisco, CA and West Point, NY, LCC refers to the Head of Activity or Officer in Charge and the Local Union President.

**Article 2**  
**Provisions of Law and Regulation**

In the administration of all matters covered by this Agreement, all parties are governed by the following: existing laws; government-wide rules or regulations in effect on the effective date of the Agreement; and government-wide rules or regulations issued after the effective date of this Agreement that do not conflict with this Agreement. The provisions of this agreement will prevail over any non-government-wide regulations, policies, and directives except as provided by law.

# **Article 3**

## **Labor-Management Collaboration**

### **3-1 Labor-Management Collaboration**

a. The Parties will establish Labor-Management collaborative groups at the national and local levels. The purpose of these groups will be to share information about issues of mutual concern, and to craft solutions and make recommendations about workplace issues.

b. Union and management commit to an open and honest relationship that enables the Parties to resolve issues before involving a third party. This collaboration commits the Parties to the concept of “Talk First” as soon as issues are identified, and to involve all parties at the lowest levels possible. This collaboration establishes the National and Local relationships within this framework.

### **3-2 National Collaboration Council (NCC) Composition**

The National Collaboration Council (NCC) will be Co-Chaired by the Director of the Mint, or his or her designee, and the AFGE Mint Council President. The NCC will consist of:

- The Co-Chairs or their designees,
- One Union representative from each of the Local Unions as determined by the Local Union President, and
- An equal number of management representatives designated by the Director of the Mint, or his or her designee.

### **3-3 National and Local Collaboration Councils**

The Parties will establish National and Local Collaboration Councils.

#### **a. National Collaboration Council**

The NCC develops concepts and objectives at the national level; provides support, guidance, and assistance needed for successful operation of Local Collaboration Councils; and develops and provides joint training to managers and union representatives in new and innovative approaches.

The NCC will meet once every quarter (four times per year), or more frequently when scheduled by the Co-Chairs.

#### **b. Local Collaboration Councils (LCCs)**

The LCCs are responsible for resolving matters at the local level and forwarding to the NCC matters that are national in scope, or that are not resolved at the local level. Employees, through the LCCs, will identify problems, develop and recommend

solutions, and identify cost-saving measures in order to effectively accomplish the mission of the Mint. The structure and procedures of the LCC shall be mutually agreed upon by the Local Parties, in accordance with guidelines established by the NCC.

**c. Committees**

The NCC and LCCs are authorized to establish committees, task forces or other working groups as appropriate and deemed necessary to carry out their purposes.

**d. Common Interest**

The NCC and LCCs are chartered to promote the Parties' common interest in the long-term health and viability of the organization and the welfare of employees.

**e. Mutual Gains and Organizational Interest**

The Parties at the National and Local levels agree to use mutual gains and organizational interest rather than traditional position-based bargaining techniques. The Parties strongly encourage the use of consensus decision-making before alternative decision-making techniques are used.

**f. Cooperative, Constructive Relationship**

The Parties agree to foster within the Mint a cooperative, constructive relationship between union representatives, managers and supervisors within a collaborative framework, and to ensure that this relationship is consistently maintained at all organizational levels.

**g. Costs**

The Parties agree that costs determined to be associated with this collaboration will be borne by the Mint (e.g., travel, training).

**3-4 Resolution of Issues by the National Collaboration Council (NCC)**

a. The NCC initiates and establishes national policies and procedures that will be followed by all parties in their councils. If the Local Parties need clarification or interpretation of a policy or procedure, they must request it from the NCC. The LCCs are expected to use available resources (e.g., consultation with other Mint components, within or outside the facility, mediators, or facilitators) to resolve issues before elevating them to the NCC Co-Chairs.

b. If the NCC Co-Chairs believe that a matter referred to them by an LCC has policy implications, or if the referring parties have requested consideration by the full NCC, only the policy matter will be referred to the full NCC. The specifics of the individual case will not be forwarded due to privacy issues. If an individual case with policy implications is referred to the Co-Chairs, they will make their recommendation on the individual case separately from their recommendation on the policy issue.

### **3-5 Information Sharing**

In the spirit of collaboration, the Parties will share information that is reasonably available and necessary for the full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining. When sharing information, the Parties will adhere to the Privacy Act and applicable case law.

## **Article 4 Rights of Employees**

### **4-1 Participation in Union Activities**

An employee has, and is protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, or assist a labor organization meeting the requirements set forth in the 5 U.S.C. Chapter 71, or to refrain from any such activity. Except as limited in this Agreement and the Act, the right to assist a labor organization extends to participating in the management of the organization and acting for the organization in the capacity of an organizational representative, including presentation of the organization's views to officials of the Executive Branch, the United States Congress, or other appropriate authority.

### **4-2 Withdrawal of Resignation or Retirement**

An employee may withdraw a resignation or retirement application at any time prior to its effective date and as long as management has not made a commitment to fill the position.

### **4-3 Copy of Agreement**

The servicing Human Resources office will give each current and future employee in the Unit a copy of this Agreement.

### **4-4 Locker Inspection**

Local management agrees to give the Local Union an opportunity to have a representative present during any inspection of a Unit employee's locker in accordance with security requirements.

### **4-5 Adverse Material in OPF without Employee Knowledge**

No adverse material will be put into an employee's Official Personnel Folder (OPF) without his/her knowledge. Such materials will be removed in accordance with applicable regulations/agreements.

## **4-6 Union Representation**

An employee may request union representation if the employee reasonably believes that an examination conducted by management or an agent of management may result in disciplinary action being taken against him/her.

# **Article 5 Rights and Responsibilities of Management**

## **5-1 Statutory Rights**

Management rights under the Statute are specified in 5 U.S.C. § 7106:

- a. Nothing in this Agreement shall affect the authority of any management official:
  1. to determine the mission, budget, organization, number of employees and internal security practices of the Agency; and
  2. in accordance with applicable laws:
    - a) to hire, assign, direct, layoff and retain employees in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
    - c) with respect to filling positions, to make selections for appointments from:
      - (1) among properly ranked and certified candidates for promotion;  
or
      - (2) any other appropriate source; and
    - d) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

b. Nothing in this Agreement shall preclude the Agency and the Union from negotiating:

1. at the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
2. procedures which management officials of the Agency will observe in exercising any authority under this section; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **5-2 Management's Right to Assign Work**

Whenever a provision in this Agreement specifies a particular individual or official to perform a certain task or activity, or execute a certain duty or responsibility, such provision shall be interpreted as providing only guidance—and not as a requirement—as to how or who in Agency management shall carry out such task, activity, duty, or responsibility. Management reserves the right to assign work.

# **Article 6**

## **Rights and Responsibilities of the Union**

### **6-1 Union Rights**

The Union has the right and obligation to represent all employees in the Unit concerning contractual matters, as defined by 5 U.S.C. § 7114 of the Federal Service Labor-Management Relations Statute; to present its views to management on matters of concern either orally or in writing, and to meet, confer, and/or negotiate with respect to the personnel policies and practices and matters affecting working conditions of employees in the Unit. The Union shall be given the appropriate notice and opportunity to be represented at formal discussions between management and bargaining unit employees or their representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

### **6-2 New Unit Employees**

Each new Unit employee will be informed of the Union's exclusive recognition and be provided a copy of this Agreement. Within the first week of employment, the supervisor, or his or her designee, will introduce the employee to his or her shop steward. The Union may have a representative speak at any formal new-employee orientation.

### **6-3 Past Practices**

Any prior practices that are consistent with this Agreement and federal regulations, and that are conditions of employment, shall not be changed without the collaboration of the Parties.

## **Article 7 Union Representation**

### **7-1 Designation of Local Union Representatives**

The maximum number of representatives shall be determined through the provisions of the Supplemental Agreements Article, Article 27, in this Agreement, including any exception to no overlapping of stewards. Normally, each representative shall restrict his or her activity to the specific office, department, division or organizational component as the Local Union has designated to be his or her area of cognizance. The local union President will provide a current list of stewards in writing to management.

### **7-2 Official Time**

a. Union representatives may use a reasonable amount of official time, with advance supervisory approval, using MINT FORM Official Time.

b. Local Presidents may use up to 80 hours of official time per pay period. The National President will be provided 80 hours of official time per pay period. Acting Local Presidents may use official time, as needed, as long as the Union President is not on official time concurrently under this paragraph. The Activity Head will approve this official time for the Acting President, workload permitting.

c. Such official time will be entered and tracked using the United States Mint's current time and attendance system, and reported using the following four labor-relations categories:

#### **1. Mid-Term Negotiations**

Time used to bargain over issues raised during the life of a term agreement.

#### **2. Term Negotiations**

Time used by union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.

#### **3. Dispute Resolution**

Time used to process grievances up to and including mediations, arbitrations and to process appeals of bargaining-unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC and, as necessary, to the courts.

#### **4. General Labor-Management Relations**

Time used for activities not included in the above three categories. (i.e., meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews).

d. Unless allowed by law, no overtime is allowed for activities under this article.

e. Local Parties will decide which meetings and activities (such as LCC meetings, EEO meetings, advisory safety meetings or mediations) are required by collaboration. Local union representatives will normally schedule representational time in advance, and at a time that is mutually acceptable with their supervisors and any other person involved. Arrangements should be made with the supervisor about reporting back to work.

#### **7-3 Representative Training**

The Local Parties will work together to arrange appropriate joint training for newly appointed union representatives and supervisors on the provisions of this agreement and supplemental agreements.

#### **7-4 Union-Sponsored Training**

##### **a. Transaction of Labor-Management Business**

An employee who has been designated in writing as being responsible for the transaction of labor-management business under this article may request permission from his or her supervisor to attend a training session sponsored by the Union on official time. Such employee's supervisor (or other management official, as determined by management) may approve the request, workload permitting, if he or she determines that the training agenda is within the scope of the Federal Service Labor-Management Relations Statute and is of benefit to the Agency.

##### **b. Training Attendees**

The Local Union will submit an advance written request under this Section which will identify those employees it desires to attend the training session and will include a complete agenda of the training session for local management's consideration.

### **c. Training Plans**

The Local Union will develop training plans for local union representatives that will include the tentative schedules and agendas. Local management may limit the employees who may be approved to attend training on official time with justifiable reasons (e.g., relating to the mission of the United States Mint). To be approved for attendance on official time, the employee's supervisor (or other management official, as determined by management) must have determined that the training is beneficial to the Agency. The Local Parties, after discussion, will agree, on a case-by-case basis and without future precedent, to the amount of time in any given year that will be used for these activities.

### **d. Orientation**

When a new representative is designated under Article 7-1, above, local management will allow the new steward up to four hours of official time to receive special Local Union representative orientation on the administration of this Agreement, normally within one month from date of designation as agreed on by the Local Parties.

## **7-5 Internal Union Business**

Solicitation of memberships and activities concerned with the internal management of the Union, such as the collection of dues, membership meetings, campaigning for office, conduct of elections and distribution of literature and authorization cards will not be conducted on official working time.

# **Article 8 Use of Facilities**

## **8-1 Office Space/Area and Equipment**

### **a. Space and Area Requirements**

Local management will provide office space, office equipment (e.g., copy machine, fax machine, PC), supplies and telephones for each Local Union office. If the Mint Council President concurrently serves as a Local President, office and file storage space will be increased to accommodate both Local Union and Council file-storage requirements. If an Activity houses both the Council President and a separate Local President, separate office space will be provided for the Mint Council President. If the Union Official vacates the Agency-provided space for any reason (e.g., loses election, retires, leaves the Union), and the Union determines that the space is no longer needed, the Agency-provided space will revert back to the Agency. Nothing in this Agreement is intended to reduce the square footage that is currently allocated to the Union.

**b. Office Size**

Local management will provide the Union (Local and Mint Council) with office space that is of sufficient size to enable the Union to effectively perform its representational functions, including maintaining its files, and conducting private conversation with employees while simultaneously conducting other business.

**c. Office Accessibility**

The Union office space will be accessible to all bargaining-unit employees in accordance with United States General Services Administration standards.

**d. Office Furniture**

The Union office space will be furnished with desks, chairs, lockable file cabinets, bookcases, conference tables, printer carts or stands, and other furnishings commensurate with what is generally used by the Agency at that work location.

**e. Office Electronics**

The Union office space will be equipped with computers, printers, telephones, fax machines, scanners, encrypted flash drives and other equipment commensurate with what is generally used within the Agency.

**f. Network Access**

Computer equipment will allow access to the Agency's network, e-mail, intranet and Internet.

**g. Telephones**

Telephones will allow access to FTS or comparable long distance network and local calling. The Agency will provide conference calling capability, voicemail, and caller ID commensurate with what is provided within the Agency, without charge to the Union.

**h. Smartphones**

The Agency will provide each Union President and Mint Council Officer with a smartphone (e.g., Blackberry or iPhone) with e-mail capability, commensurate with what the Agency provides its managers. Providing these phones will not change the Local Union Presidents' or Mint Council Officers' work schedules to on-call or stand-by. The Local Union Presidents and Mint Council Officers will not be required to communicate with the Agency while they are not otherwise in a duty status.

**i. Laptops**

The Agency will provide each Local Union President and the Mint Council President with a laptop similar to that which is routinely issued to other employees. In no case will an employee be issued more than one laptop. The laptops will have e-mail and Internet capability and will be refreshed or replaced on the same schedule as those of other employees.

**j. Cleaning and Maintenance**

The Agency will provide routine cleaning and maintenance service in Union occupied space where it is located in Agency facilities. The Union is responsible for ensuring accessibility to its space during normal cleaning and maintenance schedules.

**k. Office Support Equipment**

The Union will be granted access to photocopiers, internal mail (for other than mass mailings), teleconference facilities, video-conference facilities, video equipment (e.g., TV and DVD player), and other office services routinely used in that work location. The Union will follow the same reservation and use procedures as all other users.

**l. Conference Rooms**

The Union will be given access to conference rooms and auditoriums for meetings requiring larger spaces. The Union will follow the same reservation and use procedures as all other users.

**m. Facility Use Requirements**

Facilities shall be made available, where they exist, for Union meetings and membership drives, before or after duty hours or during lunch periods, if such space is not already committed. The Union will follow the same reservation and use procedures as all other users.

**n. Furniture Repair and Replacement**

There will be no charge to the Union for this space, furnishings and equipment. Routine maintenance, repair, and replacement of broken or outdated furniture and equipment will be provided free of charge.

**8-2 Bulletin Boards**

**a. Local Bulletin Boards**

The Agency will provide each Local Union with lockable bulletin boards for their exclusive use, as limited by Section 2.3, below. The number, sizes, and location of the bulletin boards will be bargained locally.

**b. Mint Council Bulletin Board**

The Agency will provide the Mint Council with a lockable bulletin board for its exclusive use, as limited by Section 2.3, below.

**c. Information Posting Guidelines**

The Union agrees that information posted on bulletin boards will not contain items relating to partisan political matters, and that posted material will not libel or slander any individuals, government agencies, or activities of the federal government.

#### **d. Electronic Bulletin Boards**

The Union may be granted permission to post notices and communications to bargaining-unit employees on the Agency's electronic bulletin boards. The Union will follow the same usage procedures as all other users.

### **8-3 Communications**

#### **a. Electronic Mail**

1. The Union may communicate with Agency officials, bargaining-unit employees, neutral third parties, or members of the public via the Agency's electronic mail system. The Union will comply with all security measures enforced against other users.
2. The Union may send group messages to bargaining-unit employees. The Agency will add to its "Global Address" a distribution list of all "Bargaining Unit Employees" for each facility.
3. The Union will be judicious in the use of attachments to electronic mail messages. Attachments will be kept to a reasonable size, with the understanding that some documents such as arbitrators' decisions can be lengthy.
4. If the Agency publishes a directory of the electronic mail addresses of all employees and management representatives, the Union will be provided with a copy in each local Office and the Mint Council.

#### **b. Distribution of Literature**

Official publications of the Union, which may include newsletters, fliers, or other notices, may be distributed on Agency property by Union representatives during approved official time or non-duty time. Where available, Union representatives will use centralized employee mail slots/drops to distribute Union publications. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances.

#### **c. Telephones Directories**

1. The Agency will provide a facility-wide desk and wireless telephone directory to the Union. As each directory is updated, the Union will be provided with updated copies within five work days.
2. The Union office telephone numbers will be included in all Agency telephone directories.

# **Article 9**

## **Hours of Work and Basic Work Week**

### **9-1 Workweek**

a. The administrative workweek shall be seven consecutive days, Sunday through Saturday. The standard basic workweek will consist of five eight-hour days, Monday through Friday, inclusive, except for those assignments relating to such matters as, but not limited to:

- Operating basic utilities
- Continuous around-the-clock operations and/or functions
- Emergency situations

b. The occurrence of a holiday shall not affect the designation of the basic workweek.

### **9-2 Shift Assignments**

#### **a. Temporary Shift Assignments**

When shifts are to be established on a temporary basis, Local Parties will collaborate to create the procedures for staffing, provided this will result in staffing shifts with employees who are qualified to perform the work/jobs established for such shifts.

#### **b. Prevailing Rate Employees**

Prevailing rate employees (e.g., WL, WG) on temporary assignment to a different shift due to a management initiative shall receive the greater applicable shift differential determined in accordance with appropriate regulations.

#### **c. Excluded Shift Assignments**

Excluded from this provision are shift assignments made for the personal convenience of the employee, including employee-requested light duty, and hardships.

### **9-3 Transfers or Reassignments between Facilities**

a. All Unit employees as defined in Article 1-1 who are transferred or reassigned at management's request between facilities specified in Article 1-2b will retain their total United States Mint seniority. Total United States Mint seniority is defined as the number of years of service at any facility specified in Article 1-2b.

b. For transfers or reassignments for the personal convenience of the employee, Local Parties will develop the method to calculate seniority.

## **9-4 Relief/Break Period**

### **a. Frequency and Duration**

During each four hours of work, workload permitting, an employee will be given a fifteen-minute break which will normally occur in the middle of each four-hour work period. Also, workload permitting, a fifteen-minute break will be allowed for each two hour period of overtime when the employee has already worked his or her scheduled shift.

### **b. Lunch Period**

1. Prevailing Rate (WG, WL), and GS employees get a bona-fide, duty free, unpaid lunch period.
2. TR employees (Mint Police Officers) will not be required to take an unpaid lunch break because they are not relieved from duty to eat lunch. Mint Police Officers will be given an opportunity to eat lunch during duty hours.

## **9-5 Punctuality**

Employees must be at their assigned work stations, prepared to begin work, promptly at the start of the shift.

## **9-6 Local Union President**

Presidential terms are temporary, and Union Presidents will retain seniority rights. The Local Union Presidents and the Mint Council President may be assigned to the day shift with the understanding that all parties may make other arrangements consistent with management's staffing/skill requirements. Union Presidents under the prevailing rate system, will retain shift pay/differential at assumption of office in accordance with appropriate regulations until the end of their term in office.

## **9-7 Local Rules for Hours of Work**

Rules for scheduling breaks, clean-up time, and exit procedures will be identified by the Local Parties and incorporated in the local supplemental agreements.

# **Article 10 Alternate Work Schedules**

## **10-1 Alternate Work Schedules**

a. Alternate Work Schedules (AWS) help the Mint meet its business needs while allowing employees to be more flexible in scheduling their personal activities consistent with a family-friendly workplace. Every effort should be made to accommodate employee requests for AWS in an equitable and fair manner, providing there is no

detrimental effect on cost, employee safety and health, or scheduling or performance of work, which includes productivity and level of service.

b. Union and management at all levels will collaborate to implement, promote and improve AWS.

c. The Local Parties will work with frontline supervisors and stewards to identify actions that appear to jeopardize the AWS program. The Parties also agree to share information between and within facilities to identify improvements to, and to solve problems with, AWS.

## **10-2 AWS Definitions**

### **a. Core Hours**

Core hours are those hours for each shift during which a full-time employee must be at work. Core hours will be established by agreement of the Local Parties.

### **b. Flextime**

The Flextime work schedule allows employees to vary their arrival and departure times each day, as long as they are on duty during the office's established core hours and work a full eight-hour workday.

### **c. Maxiflex**

Maxiflex is a flexible schedule that contains core time bands on fewer than 10 work days in the bi-weekly pay period and in which a full time employee has a basic work requirement of 80 hours for the biweekly pay period. An employee on maxiflex may vary the number of hours worked on a given workday or the number of hours each week, within limits established by the Local Parties.

### **d. Credit Hours**

Credit hours are hours that the employee elects to work, with supervisory approval, in excess of the basic work requirements, at the option of the employee, in order to vary the length of the workday or workweek.

### **e. Compressed Work Schedule**

Employees on a compressed work schedule work 80 hours in a bi-weekly pay period in fewer than 10 days.

### **f. Overtime Hours**

#### **1. With Flextime Work Schedules**

When used with respect to Flextime work schedules, overtime means all hours in excess of eight hours in a day or 40 hours in a week that are pre-approved.

## **2. With Compressed Work Schedule Programs**

When used with respect to compressed work schedule programs, overtime means any hours in excess of those specific work hours that are pre-approved.

### **10-3 Credit Hours**

- a. Credit hours may be earned and used in quarter-hour increments. Employees may not be advanced credit hours; they must be earned before they are used. Credit hours can only be earned on flexible schedules, including Maxiflex. Employees working a compressed work schedule (5/4/9 or 4/10) may not earn credit hours.
- b. Up to 24 credit hours can be carried over from one pay period to another.
- c. The Local Parties will negotiate how credit hours are earned.

### **10-4 AWS Schedule Options/Tours of Duty**

- a. Local Parties will determine which tours of duty will be offered and when elections can be changed in their respective areas. Earliest start times and latest stop times, as appropriate, will be established at the local facilities by agreement of the Local Parties.
- b. Employees will be informed which tour(s) will be offered. An employee who wishes to change his or her work schedule shall make a written request to his/her supervisor during the locally determined open season. Approval or disapproval of that request shall be in writing.
- c. If tour-of-duty conflicts arise between employees, then seniority, as defined under respective Local Supplemental Agreements, will be used to resolve the dispute.

### **10-5 Part-Time Employees**

Part-time employees may participate in Flextime and compressed work schedules. Work schedules for part-time employees shall be determined by the supervisor.

### **10-6 Excused Absences under AWS**

Excused absences, if granted, are granted based on each employee's daily arrival or departure time (e.g., voting, inclement weather, delayed arrival).

### **10-7 Changing Compressed Work Hours**

Employees working a compressed work schedule cannot change their scheduled day off, or if the employee is working 5/4/9, the number of hours they are scheduled to work on a given day, to account for absences on another scheduled workday during the pay period, without the prior approval of their supervisor.

### **10-8 Charges to Leave and Holiday Credit while on AWS**

- a. Employees working a compressed work schedule who are on scheduled leave for the full workday will be charged the number of hours they were scheduled to work.
- b. When a holiday falls on a scheduled workday, employees working on 5/4/9 or 4/10 schedules will be compensated for the number of hours they would have worked on that day. (For those working 5/4/9 this may be 8 or 9 hours for those working 4/10, this may be 10 hours.) If a holiday falls on a day the employee is not scheduled to work, the employee is entitled to an "in lieu of" holiday.
- c. Employees working a Maxiflex or a 5/8 schedule are entitled to an 8-hour holiday.

### **10-9 Documenting Work Hours**

Employees who elect Flextime or discontinuous hours in a day must record their arrival and departure times. Employees who are on leave for a portion of the workday or who perform overtime work must document their hours appropriately.

### **10-10 Travel and Training while on AWS**

Travel and training work schedules will be determined by the supervisor, in consultation with the employee, in order to complete the assignment.

### **10-11 Changes to AWS**

- a. Whenever a party proposes an AWS schedule change, that party must share, in writing, the basis for that proposal (e.g., the need for coverage during certain hours for production support).
- b. The Parties agree to resolve disputes related to changes in AWS schedules at the lowest appropriate levels, starting with local supervisors and stewards. The Parties may agree to refer unresolved issues to the LCC, and ultimately to the NCC for recommendations. If the issue remains unresolved, it may be resolved through an appropriate third-party option.
- c. The parties at all levels will collaborate to address needs or desires to change AWS. Changes include availability of types of schedules (Flextime, Maxiflex, Compressed Work Schedules, and other local configurations of AWS) offered in a particular work unit, or reduction/increase in the number of employees able to exercise those options.

# Article 11

## Overtime

### 11-1 Overtime Definition

Authorized time spent in excess of eight hours a day or forty hours a week is overtime work. Fifteen minutes is the minimum period of overtime that can be authorized. However, for an employee on AWS, only the hours in excess of the scheduled tour of duty in an administrative workweek are overtime.

### 11-2 Overtime Procedures

- a. When contemplating overtime, managers should first define the business need, the positions required to meet that need, the organizational unit within which that work is normally done, (e.g., section), the number of work hours and employees required, other organizational units (e.g., branches/sections) with employees who have the same skills, and the duration of the business need.
- b. Employees must normally work overtime offered in their branch/section/shift before working overtime outside of their branch/section/shift.
- c. Scheduling sequence is as follows:

#### 1. Ask Section Employees

Qualified employees in the primary organizational unit (e.g., section) within which the work is normally done will first be asked to volunteer to work overtime.

#### 2. Ask Division Employees

If there are fewer volunteers than needed, qualified volunteers will be requested from the division that contains the work involved, or its organizational equivalent.

#### 3. Ask Quarterly Volunteer Roster Employees

If there still are fewer volunteers than needed, qualified volunteers will be solicited at the facility level from the quarterly volunteer roster. The roster will be maintained by the branch/section supervisor, or his or her designee, as developed by the Local Parties.

#### 4. Required Overtime

If there are still insufficient volunteers, employees may be required to work overtime.

### 11-3 Overtime Selection Process

- a. Overtime assignments shall be made impartially. When an employee is assigned to a specific project/task/job and overtime is needed to complete the project/task/job, the opportunity to work that overtime will first be offered to that employee.

b. Normally overtime assignments will be made on a rotating basis so that, on an annual basis, qualified employees within their branch/section, job title, and same shift will be offered equal overtime opportunities. In order to make sure the rotation is equitable, the Local Parties will define what constitutes an overtime opportunity, how it is to be counted and whether overtime worked outside of the division counts. Overtime worked and overtime offered and not worked within the branch/section will count as an overtime opportunity. Refusal of an overtime assignment will not eliminate an employee from future offers of overtime in accordance with the normal rotation.

c. All overtime rosters will be maintained and conspicuously posted within each branch/section of the activity, as developed by the Local Parties.

d. Management will distribute overtime, but does not limit its right to require an employee to work overtime. Furthermore, once an employee is given or receives an overtime assignment under this section, he or she must fulfill that obligation. Failure to meet this obligation could lead to progressive discipline. Employees given overtime assignments who fail to report due to illness may be required to show proof of their illness in accordance with Article 12-12.

#### **11-4 Required Overtime**

##### **a. Case-by-Case Release**

An employee will be released on a case-by-case basis from the requirement to work overtime when circumstances of a health problem or undue hardship can be satisfactorily shown.

##### **b. Problematic Instances**

The Union will bring forward problematic instances of required overtime. Barring an emergency, any supervisor using required overtime procedures will consult with the Union as far in advance as possible.

#### **11-5 Advance Notification**

The Union and employees will be apprised of contemplated weekend overtime or holiday work as early as possible. At least two work days prior to the overtime, or as soon as possible when an earlier advance notice could not have been made, management will confirm actual overtime and holiday assignments with those employees who are scheduled to work.

#### **11-6 Overtime for Employees in Training**

a. Qualified employees in training will be offered overtime which does not interfere with the training.

b. Overtime normally will not be offered to employees who are engaged in on-the-job training unless they are qualified.

### **11-7 Overtime for Employees on Detail**

Employees detailed to another section will initially be considered for overtime in their detailed location.

### **11-8 Overtime Maximums**

Under Article 11-1, workload permitting, an employee's daily tour of duty, on a demonstrated-need basis, may be increased if such work is available.

### **11-9 Call-Back Overtime**

An employee will be paid a minimum of two hours pay at the applicable overtime rate when called back to work on an overtime basis for a period that is unconnected with the hours of work of his/her regularly scheduled basic work week.

### **11-10 Scheduled Overtime Outside of Basic Work Week**

If it is necessary to use an employee on the days outside his/her basic work week for scheduled overtime, management will make a good faith effort to provide a minimum of two hours of work at the available overtime rate, if such work is available.

### **11-11 Employee's Tour of Duty**

The Parties agree that it is mutually beneficial to avoid extending an employee's daily tour of duty by more than four hours on a given day. However, at management's discretion, a daily tour of duty may be increased. An employee's tour of duty may be increased on multiple consecutive days.

### **11-12 Compensatory Time**

Employees must use earned compensatory time off within 26 pay periods after the pay period in which it was earned. A Fair Labor Standards Act (FLSA) nonexempt employee who fails to use earned compensatory time off earned within 26 pay periods or who separates or transfers from the Agency before the earned compensatory time is used must be paid for the unused compensatory time off at the overtime rate in effect for the period during which the compensatory time off was earned.

## **Article 12 Leave**

### **12-1 Accrual and Use of Leave**

Employees earn annual and sick leave in accordance with their tenure and type of appointment in the federal service and applicable leave regulations. Leave will be used in accordance with this article. The minimum charge for leave will be one-quarter hour.

## **12-2 Requesting Leave**

Except for situations covered by Article 12-3 below, all requests for leave will be made to the immediate supervisor using established time-and-attendance systems.

## **12-3 Unscheduled Leave**

All unscheduled leave, if approved, must be approved by the supervisor or designee. When an employee could not have known in advance of his or her need to be absent, his or her request for leave normally will be granted, workload permitting, provided that the following conditions are met:

### **a. Call In**

A telephone number will be provided for employees to call-in. An employee, or someone acting on behalf of the employee, will speak directly with the employee's supervisor, or acting supervisor, and may not call the timekeeper, division secretary, or a co-worker. Employees, with the exception of those covered under subsection d below, must call on the day of the absence within 2 hours after the start of their shifts and express the type of leave being requested, the duration of the absence, and an acceptable reason for the absence. If the supervisor or designee is not available, a voice message providing this information must be left for the supervisor.

### **b. Leave Approval**

A call-in does not constitute leave approval. A supervisor's discretion to approve or disapprove leave will be in accordance with laws, regulations and this Agreement. Therefore, leaving a voicemail message, submitting a leave slip, faxing in a doctor's note, or any other method of requesting leave does not automatically constitute leave approval. Employees should not assume that leave has been approved until they receive confirmation from their supervisor. Article 12-3b only applies to "call-in" leave requests.

### **c. Unusual and Mitigating Circumstances**

Unusual and mitigating circumstances for the employee not being able to contact his/her supervisor will be considered on a case-by-case basis.

### **d. Employees on Special Duty Watches or Continuous Shifts**

Employees assigned to special duty watches or continuous shifts that are normal 24/7 operations are expected, wherever possible, to report their unforeseen absences one hour prior to the start of their scheduled shift, so as to enable management to make necessary relief arrangements.

### **e. Extended Duration**

1. If the absence extends beyond the duration in the notification, the employee must again report such information as described in Article 12-3a, above.
2. This does not preclude Local Parties from agreeing to alternative notification procedures.

## **Annual Leave**

### **12-4 Annual Leave Request Approval**

- a. The Parties acknowledge: each employee's interest in getting a prompt response to requests for leave; the supervisors' need to plan work; the supervisors' need to determine whether the employee can be spared; and the shared desire to be a high-performing organization. All annual leave is subject to approval by supervisors.
- b. Employees will submit leave requests with reasonable advance notice. Employees are expected to plan their personal affairs in recognition of this requirement and management's need for a reliable workforce. Requests for leave will be submitted to the immediate supervisor or acting supervisor for approval.
- c. Supervisors will give requesting employees timely decisions on their leave requests. Employees will normally be given a response within two working days of submission. Employees who do not receive a decision within two working days may go to the next level supervisor for a response.
- d. The Union and the Agency will work together to identify problems and possible resolutions related to denials of leave requests.

### **12-5 Vacation Scheduling**

Supervisors are responsible for scheduling annual leave and will do so as soon as management has knowledge of annual settlement/shutdown, in order to give affected employees sufficient time to make their vacation plans. This will normally be done in the first quarter of each calendar year.

### **12-6 Preventing Loss of Annual Leave and Scheduling Vacation Leave**

It is the joint responsibility of employees and their supervisors to schedule to prevent loss of annual leave at the end of the leave year. Each Activity agrees to grant annual leave for vacation purposes for at least two (consecutive or non-consecutive) weeks or longer, where operations permit. If operations do not permit, the supervisor should discuss alternatives with the employee.

### **12-7 Conflict in Scheduling Annual Leave**

When there is a conflict in scheduling annual leave for vacation purposes among employees in the Unit, seniority, and other skills as may be determined by the activity, will govern its allocation in the absence of determinable personal hardship. No employee can exercise vacation priority due to seniority over the same employee more than once in a leave year.

## **12-8 Cancellation of Scheduled Leave**

The cancellation of previously arranged and scheduled annual leave can be disruptive to an employee's personal plans, and management will limit such cancellations to situations where, in its judgment, the employee's services are essential. The reasons for such cancellation will be explained in writing to the affected employee as far in advance as possible.

## **12-9 Adjustment of Work Schedules for Religious Observances**

a. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the Mint's mission, an employee whose personal religious beliefs require the employee to abstain from work at certain times of the workday or workweek may elect to engage in work as follows:

1. An employee may choose to work outside of his or her regularly scheduled work hours/days to earn additional hours that can be used to offset absences during times when the employee's religious beliefs required that he or she abstain from work. Before doing so, however, the employee must arrange the work with the supervisor. If the proposed work will interfere with the efficient accomplishment of the Mint's mission, the supervisor may deny the request.
2. This time worked will be called "Compensatory Time Off Earned for Religious Observances" and will be kept in a separate leave account. Withdrawals from this account will be called "Compensatory Time Off for Religious Observances" and may be used only for this purpose and only when the employee's absence does not interfere with the efficient accomplishment of the Mint's mission.
3. Compensatory Time Off Earned for Religious Observances must be earned for a specific purpose and should not be earned simply to build up an account balance. It should be earned within six months of the time the employee plans to use it. If the employee cannot use the banked time for the purpose earned, additional compensatory time earned for religious purposes will not be approved until the banked amount is used.
4. An employee may be advanced Compensatory Time Off for Religious Observances. If an employee uses Compensatory Time Off for Religious Observances before earning it, the employee must repay (earn) that amount within six months. Any compensatory time off for religious observances not repaid will be charged to annual leave or leave without pay.

## **Sick Leave**

### **12-10 Sick Leave Use**

#### **a. Approval of Sick Leave**

Subject to the provisions of 5 C.F.R. § 630.401(b)-(e), approval of sick leave shall be granted to an employee when he or she—

- (1) Receives medical, dental, or optical examination or treatment;
- (2) Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) (i) Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or  
(ii) Provides care for a family member with a serious health condition;
- (4) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- (5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- (6) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

#### **b. Family Friendly Sick Leave**

In accordance with law and regulation, employees may use up to the maximum amount of sick leave allowed by law.

##### **1. Care for a Family Member**

To care for or otherwise attend to a family member with an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave by such an employee.

In accordance with law and regulation, employees may use up to 480 hours of sick leave per leave year, or the maximum allowed by law. The intent is to provide the maximum benefit allowable by law.

## **2. Death of a Family Member**

For purposes relating to the death of a family member, including making arrangements for and attending the funeral of such family member, a maximum of 104 hours per leave year is provided by regulation.

Part-time employees are entitled to a pro-rated amount of sick leave, in accordance with government-wide law and regulation.

Family member is defined as:

- Spouse and parents of spouse,
- Children, including adopted children and their spouses,
- Parents,
- Brothers and sisters and their spouses, and
- Any individual related by blood or affinity whose close association with the employee is equivalent to a family member.

### **c. Leave to Serve as a Bone Marrow or Organ Donor**

Employees may be granted seven days of paid leave each calendar year to serve as bone marrow donor, and may be granted up to 30 days of paid leave each calendar year to serve as an organ donor. This is without charge to the employee's sick or annual leave. This does not preclude an employee from using his or her own sick or annual leave when donating bone marrow or an organ, as appropriate and approved.

An employee seeking to use this kind of leave must submit a written request to his/her immediate supervisor.

## **12-11 Advance of Sick Leave**

An employee who is incapacitated for duty because of serious illness or disability may, upon his or her written request, be advanced sick leave not to exceed 240 hours when the following required conditions have been satisfied:

### **a. Leave Exhausted**

The employee has used all available sick leave.

### **b. No Expectation of Separation**

The employee is not known to be contemplating separation by retirement or resignation.

### **c. A Medical Certificate**

A medical certificate substantiates that a serious illness or injury exists and that the employee will be capable of returning to work and subsequently fulfilling the full scope of his or her job.

**d. No Current Disciplinary Actions**

The employee does not have a current Leave Restriction Letter/Notice of Warning (or similar document) or official disciplinary action in effect for abuse of sick leave.

**e. Expectation of Repayment**

1. There is reasonable expectation that the employee will be able to repay the advance of sick leave.
2. An employee who meets the above conditions but who is under a leave restriction may be advanced up to 240 hours by a Senior Management Official.

**12-12 Medical Certification**

**a. Duration of Sick Leave**

1. Employees do not need to furnish a medical certificate to support sick leave of three or fewer work days, unless under a Leave Restriction Letter or other written requirement to do so.
2. Employees on sick leave for more than three work days may be required to present a medical certificate. However, employees who were on sick leave in excess of three work days but did not require medical attention may present a verbal or written statement to their supervisor in lieu of a medical certificate. The supervisor then has discretion to waive the need for a medical certificate.
3. When medical certification is required, the certification normally will state that it was inadvisable for the employee to be at work and the expected duration of the incapacity.
4. An employee must provide administratively acceptable evidence or medical certification no later than 15 calendar days after such medical certification is required. If that is not practical, despite the employee's diligent efforts, the employee must provide the documentation within a reasonable period of time, but no later than 30 calendar days after the date the Agency requests documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

**b. Additional Information**

In those rare circumstances where the supervisor needs more information to make a valid decision about the approval of sick leave, or if the employee is under a leave restriction, the supervisor may also request the limitations that prevent the employee from being at work. This might include, for example, an inability to travel to work, but would not include the medical diagnosis except when the employee is seeking reasonable accommodation for a disability.

### **c. Recommendation by Medical Personnel**

Employees who are sent home sick by the nurse or medical personnel after proper authorization shall not be required to furnish a medical certificate to substantiate their sick leave for the day they are sent home. If the absence extends beyond the day they were sent home, the employee must report his or her continued absence to the supervisor in accordance with Article 12-3, except when the illness or injury is a serious medical condition. In such cases, the employee will, as soon as possible, in consultation with the attending physician, apprise management of the expected duration of the absence.

### **d. Advance Requests**

The Parties recognize mutual interests in accomplishing the work of the organization, facilitating scheduling, and the health and welfare of employees. Accordingly, employees are expected to request leave in advance for scheduled medical appointments, when possible.

### **e. Confidentiality**

The Agency will honor the confidentiality of medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave. The Agency may disclose such information subject to the Privacy Act of 1974 (5 U.S.C. § 552a) and 5 C.F.R. Part 339 only for purposes of making informed management decisions and only to individuals who have a need to know.

## **12-13 Abuse**

### **a. Abuse of Sick Leave**

When there is reason to believe that an employee is abusing (a pattern of using unscheduled leave in a repetitive manner) their sick leave entitlement, the supervisor shall act in a timely manner as follows:

#### **1. Formal Counseling**

The employee may be formally counseled and advised of the possibility of future medical certification requirements should the perceived abuse continue.

#### **2. Leave Restriction**

The employee may be issued a Leave Restriction Letter that requires him or her to furnish a medical certificate for each absence on sick leave.

### **b. Patterns and History**

Patterns and history of unscheduled absences may be considered evidence of leave abuse and the basis for placing an employee on a Leave Restriction Letter to institute leave certification requirements. A low leave balance will not be used as the only criterion in making a determination to place an employee on a Leave Restriction Letter. Management must be consistent in administering Leave Restriction Letters.

### **c. Subsequent Evaluation**

All Leave Restriction Letters shall be reviewed by the employee's supervisor (or other management official, as determined by management) after three months to determine whether the Leave Restriction can be eliminated. When the supervisor or designated management official determines that the restriction is no longer necessary, the Agency shall notify the employee in writing that the restriction is no longer necessary, and has been rescinded. When the supervisor or designated management official determines that it is necessary to continue the restriction, the Agency will inform the employee in writing. Further procedures may be agreed to by the Local Parties.

### **d. Violation of Leave Restriction**

Violation of a Leave Restriction Letter may result in an employee being placed on absence without leave (AWOL) which may be a basis for disciplinary action. Leave restrictions, in and of themselves, are not disciplinary actions. They are, however, grievable under the negotiated grievance procedure.

## **12-14 Using Annual Leave**

Employees may request that their supervisor substitute annual leave for sick leave when sick leave has been approved.

## **12-15 Retirement Accrual**

Employees in an approved leave without pay (LWOP) status shall, in accordance with appropriate regulations, accrue all rights and privileges with respect to retirement status and coverage under the Federal Employees' Group Life Insurance and the Federal Employees' Health Benefits Programs.

## **12-16 Leave without Pay**

a. When employees do not have sufficient accrued leave, they may request from their immediate supervisor LWOP for the absence if it otherwise would have been approved and charged to a category of accrued leave.

b. An employee may request the use of extended unpaid leave for valid reasons.

## **12-17 Family and Medical Leave Act (FMLA)**

### **a. Approved Leave Status**

Under the FMLA, leave without pay (LWOP) is an approved leave status; use of LWOP, in and of itself, is appropriate and should not reflect negatively on the employee.

### **b. Requesting Family Medical Leave**

The employee must notify his or her supervisor of the intent to invoke his or her request for family medical leave as soon as possible. Such requests will be submitted in writing using the appropriate leave-request mechanism. When the need for this leave is foreseeable and the employee fails to give 30 days notice with no reasonable excuse

for the delay, the supervisor may delay the taking of family medical leave until at least 30 days after the date the employee provides notice of his or her need for the leave.

**c. Unforeseeable Need or Unknown Timing**

When the need is unforeseeable or the timing is unknown, the employee will notify the supervisor as soon as possible. That notification may be oral and, if so, must be followed up in writing with supporting documentation. If an employee is aware of the circumstances that will require the absence, does not know the precise date the leave will begin, and notifies the supervisor as soon as he or she becomes aware of the circumstances, he or she will be considered to have met the 30-day requirement.

**d. Duration and Circumstances**

The Agency shall grant to an employee up to a total of 12 administrative workweeks of unpaid Family and Medical Leave Act leave (LWOP) during any 12-month period for:

- (1) The birth of a son or daughter of the employee and the care of such son or daughter;
- (2) The placement of a son or daughter with the employee for adoption or foster care;
- (3) The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- (4) A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

In addition to the 12 administrative workweeks of unpaid Family and Medical Leave Act leave described above, a supervisor (or other management official as determined by management) may, workload permitting, grant to an employee up to four additional administrative workweeks of LWOP for the reasons in (1)-(4) above.

**e. Substituting Annual or Sick Leave**

Employees may, at their election, substitute annual or sick leave for unpaid Family Medical leave. The substitution may not be made retroactively. In accordance with government-wide regulations, compensatory time and credit hours may not be substituted. However, compensatory time and credit hours may be used, if approved, in addition to Family Medical leave to extend the overall period of absence.

**f. Leave without Pay**

Employees may schedule and be considered for up to 24 hours of leave without pay each year for the following purposes:

**1. Children's Educational Opportunities**

Participating in school and early childhood educational activities, including parent-teacher conferences or meeting with child care providers; interviewing

for a new school or child care facility; or participating in volunteer activities supporting the child's educational advancement. School refers to elementary, secondary, Head Start program or child care facility.

**2. Routine Appointments**

Attending routine medical or dental appointments.

**3. Elderly Relative**

Accompanying an elderly relative to routine medical, or dental appointment or other professional services related to the care of the elderly such as making arrangements for housing, meals, phones, banking services, and other similar activities.

**g. Form of Notification**

The employee must notify his or her supervisor of the intent to use leave in writing using the appropriate leave-request mechanism. The supervisor may request documentation to determine if the leave requested should be granted and what leave category is appropriate. It is understood that if an employee does not provide the documentation, the request may be denied.

**h. Additional Leave**

Supervisors are encouraged to approve additional leave as circumstances warrant.

**12-18 AFGE Officers**

An employee elected to serve full time as a National AFL-CIO or National AFGE Union Officer will be granted LWOP for a period of up to three years. Any extension will be determined by the applicable Senior Management Official.

**Administrative Leave**

Administrative leave is an excused absence from duty, administratively authorized, without loss of pay and without charge to leave. Administrative Leave will be in compliance with 5 C.F.R. § 610, Subpart C.

**12-19 Voting**

**a. After Polls Open/Before Polls Close**

Where polls are not open at least three hours either before or after their regular hours of work, eligible employees may be granted a sufficient amount of administrative leave for the express purpose of voting. Under those circumstances, employees may report to work up to three hours after the polls open, or to leave work up to three hours prior to closing of the polls, whichever requires less time. If this procedure does not allow employees to reach their polling places in time to cast their ballots, the employee will

raise the issue with the supervisor at least two weeks prior to the voting date. In those cases which justify the granting of additional time, local management may grant additional time as necessary, not to exceed a full day.

**b. Voter Registration**

For employees who vote in jurisdictions which require registration in person, administrative leave to register may be granted on the same basis as administrative leave to vote, except that no administrative leave shall be granted if registration can be accomplished during non-duty hours.

**12-20 Jury or Witness Service**

**a. Court Leave**

An employee, when called for jury duty or witness service in a judicial proceeding on behalf of the United States Government, the District of Columbia, or a state or local government, will be granted court leave if the employee would have otherwise been in a duty or pay status for the period of jury duty or time required in court as a witness. Similarly, court leave will be granted when an employee appears as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. The employee shall promptly submit to his or her supervisor a copy of the summons for jury or witness service, to provide as much advance notice as possible, prior to the beginning of such service. In exceptional cases, where the employee's services are absolutely necessary to meet critical deadlines, local management may request the employee's release from jury duty. Compensation and fees shall be administered in accordance with applicable regulations.

**b. Evidence of Time Served**

The employee shall present to his or her supervisor a signed jury or witness service time card or other satisfactory evidence of the time served on such duties.

**c. Fees Received**

Any fees received from the court for either jury duty or witness service while on court leave must be turned in to the supervisor or the local facility's accounting division. Any allowances for meals, transportation, etc. may be retained by the employee.

**d. Temporary Shift Assignment**

An employee who is scheduled to work other than first shift and who is called to jury or witness service will be temporarily assigned to first shift, without loss of differential, for the period served.

**12-21 Leave for Maternity or Paternity Purposes**

Employees may use sick leave, annual leave, or LWOP (or a combination thereof) for maternity or paternity purposes, if approved. This can include accrued and advanced leave that may be used under the terms of the Family and Medical Leave Act.

## **12-22 Leave for Bereavement**

### **a. Death of a Family Member**

An employee may be granted up to five days of annual leave or LWOP, to mourn the death of a family member. Family member has the same meaning as stated in Article 12-10. An employee may be granted additional annual leave upon request. Normally, documentation in support of requests for this leave will not be required.

### **b. Funeral of a Family Member**

If an employee has to make funeral arrangements for, or attend the funeral of, such a family member, that absence may be charged to sick leave under Article 12-10.

### **c. Using Sick Leave and Annual Leave**

An employee may use sick leave as provided in Article 12-22b in addition to annual leave as provided in Article 12-22a, as long as there is a basis for each.

### **d. Combat-Related Death of Immediate Relative**

If an employee's immediate relative, as defined in 5 C.F.R. § 630.803, dies as the result of a wound, disease or injury incurred while serving as a member of the United States armed services in a combat zone, the employee shall be granted funeral leave not to exceed three workdays without loss of or reduction in pay or leave. The three days do not have to be consecutive, but if they are not, the employee will give the supervisor the reason.

## **12-23 Brief Absences and Tardiness**

a. Occasional brief absences or unavoidable tardiness, due to special circumstances, may be excused when reasons are acceptable to the first-line supervisor, and may be subject to approval by a second-line supervisor.

b. Employees with good attendance and punctuality records may be excused for up to one hour, in fifteen-minute increments.

c. When an employee's tardiness is not excused, the employee may apply for and may be granted annual leave or leave without pay. If the employee's reason is unacceptable, then the tardiness will be charged to absence without leave (AWOL).

## **12-24 Voluntary Leave Transfer Program**

Employees are entitled to donate and receive leave for medical emergencies in accordance with law and regulation. Provisions for administering the leave-transfer program will be established by the National Parties.

## **12-25 Military Leave**

Military leave will be administered in compliance with applicable laws and regulations.

## **Article 13**

### **Position Descriptions and Job Classifications**

a. All position descriptions will be reviewed within a year of the implementation of this contract, and on a biannual basis thereafter. This will be done to ensure that positions are properly classified. The local union will be provided with the schedule for these biannual reviews.

b. All positions will be classified in accordance with applicable law and regulation. Employees are encouraged to discuss any changes or inaccuracies in their position descriptions with their supervisors. Employees may also ask the local Human Resources provider to explain the basis for their job classification and may file an appeal of that classification.

## **Article 14**

### **Environmental Differential Pay**

#### **14-1 Environmental Differential Pay**

##### **a. Defined in Local Supplemental Agreements**

The Local Parties shall incorporate into their Local Supplemental Agreement situations where environmental differential pay (EDP) will be paid to Unit employees for time actually exposed to qualifying environments.

##### **b. Not Defined in Local Supplemental Agreements**

When sufficient information demonstrates that a work situation qualifies, in accordance with applicable regulations, for environmental pay, and is not addressed in the Local Supplemental Agreement, it will be negotiated by the Local Parties and appended to the Supplemental Agreement in accordance with applicable rules (e.g. National Collaborative Council review of Local Supplemental Agreement) when deemed applicable.

## **Article 15**

### **Equal Employment Opportunity**

#### **15-1 Mutual Subscription**

The Parties subscribe fully to the principle of Equal Employment Opportunity (EEO) and, in the administration of this Agreement, shall not discriminate against any

employee because of age, race, color, religion, sex (gender), sexual orientation, national origin, physical or mental disability, parental status, or genetic information.

## **15-2 Affirmative Employment Program Plan**

- a. The Parties will promote the full realization of Equal Employment Opportunity by supporting the United States Mint's national and local Affirmative Employment Program Plans.
- b. In the case of a selection for a position where under-representation has been identified by the Affirmative Employment Action Plan, qualified candidates from the minority, female, or other protected classes shall be given full consideration in accordance with law and under merit promotion procedures.
- c. Appropriate EEO information will be prominently posted and made available by the servicing EEO Office.

## **15-3 Activity Equal Employment Opportunity Advisory Committee**

Activity EEO Advisory Committees will include an activity employee designated by the Local Union as the Local Union's representative. Each EEO Committee will function as a continuing link between employees and management on the EEO program and policies. The Committee is to be only advisory and consultative in nature. Although local management retains sole discretion on the assignment of members to the Committee, management will consider the following individuals for assignment to the Committee: the EEO Officer, Federal Women's Program Manager, Black Employment Program Manager, Hispanic Employment Program Manager, Asian Pacific Island Program Manager, Native American Program Manager, Persons with Disabilities or Disabled Veterans Program Manager, Union representative and management officials. The EEO Officer may add other Unit employees to the Equal Employment Opportunity Advisory Committee after consultation with the Local Union President.

## **15-4 EEO Counselors (EEOCs)**

The head of each activity, or his or her designee, shall select, after consultation with the Local Union President, EEOCs from among interested employees. For headquarters, the selections will be made by the Deputy Director or his or her designee. The Local Parties will encourage all employees to volunteer or to nominate other employees to be EEOCs so that, to the extent possible and consistent with regulatory qualification requirements, the cadre of EEOCs reflects the diversity of the Mint's workforce. EEOCs are neutral and will not represent the interest of a manager, supervisor, complainant and/or the Union. EEOCs shall receive supervision and technical guidance in the performance of their duties from the EEO Officer. Because Equal Employment Opportunity Commission regulations preclude EEOCs from being an employee's representative, and to avoid a possible conflict of interest, all Local Union representatives will be precluded from consideration/appointment as EEOCs.

## **15-5 Reports**

When any reports are required by the Affirmative Employment Program Plan/EEO the Local Union will receive a copy.

## **15-6 EEO Authorities**

The Parties shall be bound by regulatory guidelines, law, and regulation related to EEO, civil rights and affirmative employment.

## **15-7 Complaints**

- a. Employees who believe that they have been discriminated against should see an EEO counselor.
- b. Information about the EEO complaint process is available from EEOCs and facility EEO managers

## **15-8 Reasonable Accommodation**

- a. Reasonable accommodation is any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, reasonable accommodation may include:
  1. providing or modifying equipment or devices,
  2. job restructuring,
  3. part-time or modified work schedules,
  4. reassignment to a vacant position,
  5. adjusting or modifying examinations, training materials, or policies,
  6. providing readers and interpreters, and
  7. making the workplace readily accessible to and usable by people with disabilities.

An employer is required to provide a reasonable accommodation to a qualified applicant or employee with a disability unless the employer can show that the accommodation would be an undue hardship meaning that it would require significant difficulty or expense.

## **Article 16**

### **Details and Promotions**

The provisions contained herein are intended to ensure that positions are filled in a consistent manner that is equitable to all employees.

#### **16-1 Basic Coverage**

This article applies solely to filling bargaining-unit positions. Exceptions to this provision are contained in Article 16-6.

#### **16-2 Documentation of Details and Temporary Promotions**

Details in excess of 30 calendar days will be reported on a Standard Form (SF) 52 and maintained in the employee's Official Personnel Folder (OPF). Upon request to the servicing human resources office, the employee will be given a copy of the SF-52. Employees may document the work they do on detail for periods of less than 30 calendar days. Temporary promotions will be documented on an SF-50, maintained in the employee's OPF and a copy will be given to the employee.

#### **16-3 Details**

##### **a. Defined**

A detail is the temporary assignment of an employee to a different position for a specified period of time; the employee returns to his or her regular duties at the end of the detail. The employee's position of record, title, series, and grade remains the one to which the employee is permanently assigned, and is not affected by a detail.

##### **b. Detail to a Higher-Grade Position**

A detail to a higher-grade position is limited to 14 consecutive calendar days. If an employee is detailed to a higher-graded position for 15 consecutive calendar days or longer, a temporary promotion is effected no later than the 15th consecutive day of such detail and may not extend for more than 120 days from the first day of the detail..

##### **c. Detail to a Lower-Grade Position**

An employee detailed to a lower-graded position to meet management needs, or under the provisions of Article 19-11 (light or limited duties), will continue to be paid at his or her permanent grade and pay during this temporary assignment. If an employee is detailed to a lower-graded position at the employee's request and if the detail lasts more than 180 calendar days:

1. The detail will be terminated,
2. The detail will be continued at the employee's request as a change to lower grade, or
3. The detail will be continued at management's request at the employee's current grade.

Before Article 16-3c.2 is effected, the servicing human resource office will advise the employee of the implications of that choice.

**d. Duration of Details**

All details will be made in increments of not more than 120 days.

**e. Duration Limits**

A detail to unclassified duties is limited to 120 calendar days, unless the Local Parties agree to grant an extension.

**f. Details Longer than One Year**

Details extending beyond a year may be elevated from the Local Parties to the National Parties for consultation.

**g. Unfair Advantage**

Details will not be used as a mechanism to gain an unfair advantage or opportunity.

**h. Extended Military Absences (Backfilling Position)**

When an employee is called to extended military duty, and if the Parties agree that there is a need to backfill a position, the Agency agrees to first consider competitive procedures to temporarily fill the position until the employee returns from military duty.

## **16-4 Temporary Promotions**

**a. Based on Need**

Temporary promotions may be made when management determines a need to assign an employee to perform the duties of a higher-grade position. Anyone selected under this part will be among employees who meet the minimum qualification and eligibility requirements of the position and meet the time-in-grade requirements of 5 C.F.R. § 300.604.

**b. Conditions**

A temporary non-competitive promotion will be made when, consistent with Article 16-5, management determines that there is a need to assign an employee to a higher-grade position for a period of 15 consecutive calendar days or more and when any of the following conditions are met:

- The incumbent of such higher-level position is on extended absence;
- To assure responsibility for an increased workload for an identified period of time;
- To participate in a special project that will last a limited period of time; or
- To fill a position that has become vacant until a permanent appointment is made.

**c. Qualification Requirements**

When an employee remains in his or her position and is assigned duties that are of a higher skill and qualification level that last for 15 or more consecutive calendar days, he or she will be temporarily promoted, as long as he or she meets the qualification requirements and meets the time-in-grade requirements of 5 C.F.R. § 300.604.

**d. Temporary Promotions to a Higher Grade**

When a noncompetitive temporary promotion to a higher grade or a series of temporary promotions to a higher-grade position, or to a position with greater promotion potential, by the same employee or multiple employees to the same position, accumulates to more than 120 calendar days in the previous 12 months, the assignment shall be competed under Merit Promotion procedures.

**16-5 Temporary Promotions to Non-Bargaining-Unit Positions**

If a bargaining-unit employee is temporarily assigned to a higher-graded, first-level supervisory position for 15 consecutive calendar days or more, he or she will be given a temporary promotion.

Temporary promotions to non-bargaining-unit positions under this section will be effected in accordance with applicable regulations.

**16-6 Filling Positions through Competitive Action**

When management fills a position in the Unit by competitive means, they shall do so in accordance with the provisions of this article and, where applicable, law or government-wide regulations.

**a. Covered Actions**

The following types of actions, as defined in each section, will be made on a competitive basis, unless exempted in Article 16-6b.

**1. Promotions**

- a) Any selection for permanent promotion or any reinstatement to a higher grade position or to a position with greater promotion potential than the employee has ever held in a permanent position in the competitive service.

- b) Any selection for temporary promotion to a higher grade for more than 90 days. This promotion can be made permanent without further competition, provided the temporary promotion was made through competitive procedures and the potential for permanent promotion was made known to all potential applicants.

## **2. Reassignments and Demotions**

Reassignments or changes to a lower-grade position that have greater promotion potential than any position the employee has held on a permanent basis in the competitive service.

## **3. Training**

Selection for training where eligibility for promotion to a particular identified position depends on whether the employee has completed the training. The provision comes into play when management determines that there is a business need that will be met by offering this training.

## **b. Exemptions**

The following actions may be taken non-competitively and, as such, may be excluded from the provisions of this Article:

### **1. Training**

Selection for training related to the employee's current job, including training related to higher-graded duties the employee will assume through previously competed career promotion.

### **2. Promotion**

Promotion resulting from upgrading a position without significant change in duties and responsibilities on the basis of either the issuance of a new classification standard or the correction of a classification error.

### **3. Re-Promotion**

Promotion to grades previously held on a permanent basis within the competitive service from which an employee was separated or demoted without personal cause; that is, without misconduct or performance deficiencies on the part of the employee.

### **4. Career-Ladder Positions**

Promotion of occupants of career-ladder positions to the full performance level.

### **5. Temporary promotions**

Temporary promotions for 90 or fewer calendar days.

### **6. Additional Duties and Responsibilities**

Promotions resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities.

## **7. Non-Competitive**

If an employee has been competitively selected for training under Article 16-6a.3 for a particular identified position, and the potential for permanent promotion was identified in the vacancy announcement, the promotion to the higher grade may be made without further competition.

## **8. Priority Consideration**

Consideration of an employee who has exercised a priority consideration for a position for which the employee is best qualified.

## **9. Other Actions**

Any other action authorized by law or existing government-wide regulations (e.g., promotions when directed by an appropriate authority, such as judges, arbitrators, FLRA and other appropriate authorities acting within the scope of their authority).

# **16-7 Vacancy Announcements**

## **a. Publication**

Vacancy announcements will be published prior to filling any position covered by Article 16-6a. Vacancy announcements may be for an individual vacancy or for compiling a register that will be used for filling recurring vacancies over an indicated period of time not to exceed six months. Vacancy announcements will be distributed Mint-wide to all employees via e-mail. Additionally, the vacancy announcements will be posted for 10 workdays or, by agreement of the Local Parties, five workdays on official human resources bulletin boards. Announcements will comply with the information required by regulation. For example:

- Announcement number
- Opening date
- Title, series, and grade of an individual vacancy or titles, series, and grades of all positions covered in announcement and used for compiling a register.
- Geographic location of the position
- Brief summary of the duties of the position together with an indication of where additional information may be obtained
- Minimum OPM qualifications required
- Selective placement factors, if any
- Closing date, or statement that announcement is open continuously
- Statement of Equal Employment Opportunity

- Area of consideration
- How to apply

Interested employees may obtain a copy of a vacancy announcement from their servicing Human Resources Office.

**b. Distribution to Union Representatives**

All vacancy announcements will be furnished to the Local Union President and Mint Council President.

**c. Changes**

If local management determines that a vacancy announcement needs to be changed, the original announcement will be amended or reissued with appropriate extension of the closing date.

**16-8 Areas of Consideration**

When practical, the first area of consideration for all vacancy announcements is Mint-wide.

**16-9 Applying for Promotion**

**a. Submit an Application**

Employees must submit an application for each vacancy or roster for which they wish to be considered. An individual application must be submitted for each available vacancy on or before the closing date specified on the vacancy announcement, except as provided in Article 16-9b.

**b. Accept Applications**

Applications submitted under agency merit promotion procedures will be accepted from a co-worker or supervisor who has knowledge that an employee on approved leave or travel is interested in the vacancy, or from the employee upon return to work, provided the rating process is not too far advanced for him or her to be considered.

**c. Qualifications and Eligibility**

All candidates for a particular vacancy must be qualified and eligible in all aspects no later than 14 calendar days after the closing date of the announcement.

**d. Cancellation of Vacancy Announcement**

If a vacancy announcement is canceled, the reason for the cancellation will be provided to each Mint applicant and to the Union.

**16-10 Evaluation of Eligible Applicants**

If an employee needs an appraisal of potential or performance in order to apply for a vacancy, the supervisor will provide an appraisal pursuant to a fair and objective

appraisal process, in a timely manner. Any such appraisals must be discussed with the employee, who may append any comments. The employee may attach his or her last rating of record to meet any Mint requirements for a performance rating.

## **16-11 Promotion Rating Panels**

### **a. Membership of Rating Panels**

Each promotion panel for Unit vacancies shall have three or more members, as designated by management. Panels for bargaining-unit positions will include at least one bargaining-unit employee, chosen after consultation with the union. Absent agreement, management reserves the right to appoint panel members following discussions with the union and will inform the union of the reason for the decision.

### **b. Rating/Ranking Process**

The evaluation factors to be used by the promotion rating panel will be established by management in accordance with appropriate requirements, including merit system principles. The promotion rating panel will rate each applicant under such evaluation factors, in accordance with established OPM evaluation techniques, based on information provided by or in a supervisor's appraisal form, and the applicant's submitted materials. Technical assistance will be provided for guidance, and to brief and instruct panel members when appropriate. After the ratings are determined, the HR specialist will review ratings to ensure that the rating criteria were properly applied, compute the scores, and rank the applicants numerically.

### **c. Prohibitions, Confidentiality and Other Requirements**

No panel member may be a candidate for the position to be filled. While management retains sole discretion in selecting panel members, management will consider selecting members who are in a grade equal to or higher than the grade of the position to be filled and familiar with the position's requirements. The Parties agree that, to the extent possible, minorities and women will be represented on promotion rating panels.

## **16-12 Promotion Certificates**

a. Promotion certificates will be limited to a Best-Qualified List as determined by their numerical score. If more than 10 candidates are equally qualified, a tie breaker, determined by the Local Parties consistent with merit factors, will be used to limit the size of the promotion certificate. If there are only one or two Best-Qualified candidates, their applications will be given to the selecting official for consideration before the area of consideration is expanded. For each additional vacancy, two additional names will be added to the Best-Qualified List. The selection list will be prepared by listing the Best-Qualified candidates in alphabetical order.

b. The servicing human resources provider will formally notify the Local Union President in writing when a certificate of Mint employees is sent to the selecting official.

## **16-13 Selecting Official**

### **a. Affiliation**

While management retains sole discretion in designating the selecting official, normally management will consider the designation of a selecting official who is from the department or division in which the vacancy exists.

### **b. Interviews**

The selecting official shall have the option of interviewing the candidates for a particular vacancy. However, if one candidate on the promotion certificate is interviewed, all local activity candidates on the certificates must be given the opportunity for an interview.

### **c. Selection Process**

The selecting official shall first consider selecting from among the Best-Qualified candidates as determined above, based on his or her judgment of how well the candidates will perform in the particular job being filled. If the selecting official does not select from among the Best-Qualified candidates he or she may request that the area of consideration be expanded. The selecting official must record on the initial certificate his or her reasons for not making a selection from the certificate. This information will be made available to the Local Union President, for all Unit positions.

### **d. Publication of Selection**

The Human Resources Office will post the name of the employee filling the position.

## **16-14 Non-Selection Interviews**

Mint employees not selected for a position shall be offered an interview with the selecting official to provide the employee with the reasons for the non-selection and to provide guidance on how the employee may be more competitive in the future.

## **16-15 Review of Promotion Actions**

The Local Union, when representing an employee, will be permitted to review all records used as a basis for evaluating and rating an employee for a specific promotion action to the extent permitted by law. If it is determined that the employee was not given proper consideration, he or she will be given priority consideration as provided for in Article 16-16.

## **16-16 Priority Consideration**

If the appropriate management official determines that an employee was not given proper consideration in a promotion action, the employee will be given priority consideration. This means that the employee will be referred, non-competitively, before competitive candidates for a position at the same or lower grade as, and with no higher promotion potential than, the position for which not properly considered and for which the employee meets all qualification requirements. The employee may choose when to exercise this entitlement, which may be used only once for each improper

consideration. However, if the employee exercises this entitlement and the recruitment action is canceled, the entitlement will not be considered to have been exercised by the employee. The entitlement is to consideration, not selection. In accordance with government-wide regulations, priority consideration will be afforded after any affected displaced or surplus employees have received proper consideration.

### **16-17 Re-Promotion Consideration**

An employee who was separated or demoted without personal cause (i.e., without misconduct or performance deficiencies), is eligible for re-promotion consideration to an equivalent position (same grade as, and with no higher promotion potential than, that from which demoted) prior to the issuance of a vacancy announcement. An employee who has satisfactorily performed in the position is considered “highly qualified” if he/she was rated as fully satisfactory during the time he/she formerly held the position. This referral will be made before competitive or priority consideration candidates. In accordance with government-wide regulations, priority consideration will be afforded after any affected displaced or surplus employees have received proper consideration.

### **16-18 Advancement**

Employees can get information about advancement from a variety of sources, including:

#### **a. Current Supervisor**

The employee’s current supervisor, who can provide information about what the employee needs to do to advance in his or her current position.

#### **b. Selecting Official**

The selecting official for a position for which the employee applied, but was not selected can provide information about the reasons for the non-selection.

#### **c. Human Resources Office**

The Human Resources Office can give employees information about career options.

#### **d. Local Career Service Centers**

If a need arises, the Local Parties can consider establishing a Local Career Service Center. The Center will provide career guidance and counseling on advancement and transition services for all employees.

### **16-19 Non-Selection**

Non-selection for promotion when all appropriate merit procedures have been applied, (i.e. non-selection from a group of properly ranked and certified applicants) is not, in and of itself, a basis for a valid grievance, nor for priority consideration.

# **Article 17**

## **Training and Employee Development for Upward Mobility**

### **17-1 Training and Employee Development**

In line with the United States Mint's Strategic Plan, the Parties are committed to supporting programs that will help employees prepare to accomplish the Mint's mission as effectively and efficiently as possible.

### **17-2 Shared Responsibilities for Career Development**

The Parties recognize a mutual interest in supporting and providing Mint employees with opportunities for advancement. Management, the Union, and employees share responsibility for employee development. There are a variety of methods employees can use to increase their skills and opportunities for personal career development and upward mobility. These include, but are not limited to:

- a. Individual Development Plans (IDP) including Tuition Assistance
- b. Applying for positions
- c. Certification and Apprenticeship Programs, e.g. MCAP.

### **17-3 Employee Responsibilities for Career Development**

- a. Employees are responsible for all of the following:
  - 1. Their own careers
  - 2. Meeting with their supervisors and developing an Individual Development Plan (IDP)
  - 3. Self development
  - 4. Successfully completing and applying authorized training
  - 5. Fulfilling any agreement to remain employed at the Mint for a specified period of time, if applicable
- b. In addition, employees share with management the responsibility to identify training and methods needed to improve individual and organizational performance.
- c. Employees are encouraged to seek guidance from their immediate supervisor or from their human resources office if they are interested in learning about career opportunities. They will be given information about lines of career progression, education requirements, and available or anticipated job opportunities.

#### **17-4 Management Responsibilities for Career Development**

Management is responsible for all of the following:

- a. Creating and funding programs for training and development
- b. Administering and evaluating program effectiveness
- c. Providing employees, upon request, with information about developmental options and guidance about current and future directions of the Mint as they relate to employment opportunities
- d. Identifying and providing training that is required for successful performance in the employee's current job
- e. Advising an employee of the reason for disapproving the employee's requested training
- f. Meeting with their employees and developing an Individual Development Plan (IDP)

#### **17-5 National Parties' Responsibility for Career Development**

Employees will be informed annually about local programs and resources, including Tuition Assistance Programs and the Individual Development Plan Program.

The Union is responsible for collaborating with management to identify training needs and recommend appropriate actions.

#### **17-6 Upward Mobility**

The National Parties shall consult on the development and implementation of a viable Upward Mobility Program within a year of the implementation of this contract.

#### **17-7 Training**

Job-related training is training that is determined by the Mint to be necessary or beneficial and directly related to the performance of official duties of the employee's current position, including those collateral duties that are officially approved. If an employee is ordered by the supervisor to attend training, all authorized costs will be paid and the employee will be in a pay status while in training. Employees will not be paid overtime while in training or preparing for training except as provided for by law or regulation.

## **Article 18**

### **Reduction in Force (RIF)**

This Article governs RIF and Transfer of Function actions as provided in 5 C.F.R. § 351.

#### **18-1 Reduction in Force**

A RIF will comply with all government-wide regulations in effect as of the effective date of this Agreement, and the provisions of this Agreement.

#### **18-2 Actions Covered**

RIF procedures apply to the release of a competing employee from his or her competitive level by:

- a. furlough for more than 30 days,
- b. separation,
- c. demotion, or
- d. reassignment requiring displacement,

when the release is required because of:

- a. lack of work,
- b. shortage of funds,
- c. insufficient personnel ceiling,
- d. reorganization,
- e. the exercise of reemployment rights or restoration rights, or
- f. reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.

#### **18-3 Actions not Covered**

RIF procedures do not apply to:

- a. The termination of a temporary or term promotion or the return of an employee to the position held before the temporary or term promotion or to one of equivalent grade and pay.
- b. A change to lower grade based on the reclassification of an employee's position due to the application of new classification standards or the correction of a classification error.

- c. A change to lower grade based on reclassification of an employee's position due to erosion of duties, except that this exclusion does not apply to such reclassification actions that will take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days. This exception ends at the completion of the reduction in force.
- d. Placement of an employee serving on an intermittent, part-time, on-call, or seasonal basis in a non-pay and non-duty status in accordance with conditions established at time of appointment.
- e. A change in an employee's work schedule from other-than-full-time to full-time.

#### **18-4 Avoidance of RIF**

- a. To minimize the adverse impact on employees, the Agency shall, whenever possible, avoid or minimize a RIF by reviewing other actions, such as reassignments, attrition or furlough, restricting recruitment and promotions and other cost reduction efforts.
- b. If the Agency conducts a cost study to determine whether instituting a furlough, a retraining program for affected employees, or reducing staff through attrition would be more cost effective than conducting a RIF, the Union will be provided with a copy of the completed study within three days of its completion. The Union shall be given an opportunity to review and provide comments before the RIF is announced.

#### **18-5 Notice of Reduction-in-Force**

- a. The Agency will provide written notice to the Union and each competing employee selected for release from his or her competitive level a minimum of 60 calendar days before the effective date of release. This period may be shortened to 30 calendar days upon approval from the Office of Personnel Management. The Union will be provided a copy of the Office of Personnel Management approval within three days of receipt by the Agency. The notice will contain the following information:
  - 1. The action to be taken, the reasons for the action, and its effective date;
  - 2. The number and work location of employees involved;
  - 3. The retention registers that were created for the RIF;
  - 4. The employee's competitive area, competitive level, subgroup, service date, and three most recent ratings of record received within the last four years;
  - 5. The place where the regulations and records pertaining to the RIF may be inspected,
  - 6. The reasons for retaining a lower-standing employee in the same competitive level (if a lower-standing employee is retained);

7. Information on reemployment rights; and
8. Appeal rights.

b. Upon request, the Agency will also provide updated information to the Union concerning the RIF as soon as such information becomes available including, but not limited to, additional positions affected, the names of affected employees, revised dates, and listings of job offers made.

## **18-6 Information to be Provided to Employees**

a. If early retirement or buy-out opportunities are offered to employees prior to the issuance of RIF notices, the Agency will provide a briefing for employees. Eligibility requirements and the application processes will be explained. The effects of a buyout or early retirement on severance pay, reemployment, and continued health insurance coverage will be presented. A representative of the Agency will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via e-mail to all employees who were invited to the briefing. In addition, the Agency will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings, and will be given 30 minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

b. Within three work days of the distribution of specific RIF notices, the Agency will provide a briefing for the affected employees to explain the RIF process. The Agency will explain how RIF retention is determined, the scope of the particular RIF, employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF. A representative of the Agency will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via e-mail to all employees who were invited to the briefing. In addition, the Agency will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings, and will be given 30 minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

### **c. Employee Review of Retention List**

When an employee receives a specific RIF or transfer of function notice pursuant to this article, he or she shall be permitted to view the retention list on which his or her name appears; the list of employees who may displace him or her; the list of employees he or she may displace; and the records used to establish the foregoing registers. An employee so affected shall have the right to the assistance of the Union when checking such lists or records.

## **18-7 Transfer of Function**

### **a. Definition**

A Transfer of Function (TOF) means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive areas affected. A TOF is also the movement of the competitive area in which the function is performed to another commuting area. In a TOF, the operation of the function must cease in the losing competitive area and must be carried on in an identical form in the gaining competitive area where it was not being performed at the time of transfer.

b. When the Agency determines that a TOF is necessary, the Agency will inform the Union as far in advance as practicable, giving the reason for the action, the approximate number, types, and geographic location of the positions to be affected, and the approximate date of the action. At that time, the Union may initiate bargaining in accordance with Article 34-2, Duration of the Agreement, to the extent required by applicable laws and regulations.

c. The Agency will identify which positions will transfer with the function in accordance with Office of Personnel Management regulations in effect as of the effective date of this Agreement.

d. Employees whose positions have been designated as transferring with the function will be notified in writing. The notice will state that the employee is being offered the opportunity to volunteer for transfer with his or her position to a new competitive area. The notice will further state:

1. The name and location of the new competitive area;
2. The complete address of the new work site;
3. The applicable salary, including locality pay, of the employee's position at the new work site;
4. A statement that the employee is free to decide whether to accept the offer of the opportunity to volunteer for transfer with his or her position;
5. A statement that should the employee be selected to transfer with his or her position, the Agency will pay moving expenses and pay for house-hunting trips in accordance with statute and government-wide regulation;
6. A statement that it is possible that not all volunteers will be able to transfer with their position;
7. A statement that should the employee choose not to transfer with his or her position, or if the employee is not selected to transfer despite having

volunteered, the employee may be separated from his or her current position by adverse action procedures;

8. The deadline for responding to the offer of transfer; provided that this date will be no less than 30 calendar days from the date of the notice.

e. If there are not enough qualified volunteers from among those affected employees, the Agency will solicit qualified volunteers from the rest of the current competitive area.

f. If the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, preference may be given to the volunteers with the highest retention standing. In the event there are not enough volunteers for the transfer, employees with the lowest retention standing may be considered for involuntary transfer.

g. The Agency will make every effort not to fill any vacant position in the bargaining unit through outside hiring or through promotion as long as there are employees facing separation in the TOF who are both qualified and available to fill that position. Adverse action notices will not be issued pending a review of available vacant positions.

## **18-8 Reorganization**

The Agency will follow procedures specified in 5 C.F.R. Part 351, Agency directives, and the terms of this Agreement, when it decides to eliminate, add, or redistribute functions or duties in an organization.

## **18-9 Furloughs**

a. If the Agency places an employee on furlough for more than 30 days in a RIF, the Agency may give the employee the option to serve the furlough on a discontinuous or continuous basis so as to qualify for unemployment compensation.

b. Employees who are furloughed during a lapse of funding will be retroactively paid to the extent permitted by law and regulation upon approval of funding.

## **18-10 Employee Personnel Records**

a. Employee Verification

As far in advance as possible of an anticipated RIF, the Agency will notify employees of the need to review their personnel records and ensure that these records are complete and accurate. This notice will advise employees to ensure that their records are up-to-date concerning:

1. Veterans preference;

2. Three most recent performance ratings of record received during the previous four-year period;

3. All periods of federal civilian and military service;
  4. Completed training;
  5. Current licenses and certifications;
  6. Experience gained outside federal service.
- b. The Agency will expeditiously resolve any discrepancies raised by the employee.

## **18-11 Use of Vacant Positions**

### **a. Filling Vacancies**

In order to minimize displacement actions that would result from a RIF, the Agency will be diligent in searching for vacancies and offering lateral reassignments to vacant positions that the Agency otherwise intends to fill to those employees who would otherwise be released from their competitive level.

### **b. Restricting Outside Hiring**

The Agency will make every effort not to fill any vacant position in the bargaining unit through outside hiring or through promotion as long as there are employees facing separation in the RIF who are both qualified and available to fill that position.

### **c. Waiving Qualifications**

The Agency will exercise all discretion granted by law and regulation to waive non-mandatory qualifications in order to place employees who are affected by the RIF into continuing positions.

## **18-12 Services to Employees Released in a RIF**

### **a. Placement Offers**

1. The Agency will be diligent in providing employees with all placement opportunities available under law and regulation.
2. The Agency may consider relocation of employees occurring as a result of any action under the RIF to be in the best interest of the government. Such employees will be provided with relocation time, reimbursement, and all other benefits provided by law, rules and regulations. To the extent provided by law, the Union will be provided the opportunity to negotiate impact and implementation of the Agency relocation decision prior to its implementation.
3. When the Agency assigns an employee to a position which requires a move to another geographic area, the employee will be granted administrative leave and/or excused absence, as appropriate, to locate housing and make related arrangements at the new work location. Provided all applicable regulations are satisfied, the employee shall be placed in a travel status in accordance with federal travel regulations.

4. Employees reassigned to a different commuting area who relocate will be granted up to 90 calendar days notice to report to work at the gaining activity. The employee may be allowed additional time to report under extenuating circumstances.

b. Career or Career-Conditional Employees

Career or career-conditional employees who receive notice of a RIF, and who are otherwise eligible, may apply to be placed on the Reemployment Priority List (RPL) in accordance with appropriate regulations. The Agency will make a reasonable effort to notify employees who are eligible to be placed on the RPL. If an employee applies for and is placed on the RPL, he or she may qualify to be given priority consideration in the filling of vacancies, before such vacancies are filled by appointment or transfer of other eligibles, except as otherwise required by law or regulation.

c. Separated Employees

Separated employees of the Unit whose names are included on the Reemployment Priority List will be given first consideration in hiring to fill positions for which they are qualified, where such positions are to be filled on a temporary or time-limited basis. Acceptance or rejection of a temporary or time-limited position will not affect reemployment priority consideration for a permanent position.

d. The Agency will notify employees of the services available under its Career Transition Assistance Plan (CTAP) and how to obtain them.

e. The Agency will notify employees of the services available from other agencies under the Interagency Career Transition Assistance Plan (ICTAP) and how to obtain them.

f. Unemployment Compensation

1. The Agency will schedule representatives of the unemployment insurance agencies from all states in which employees would file claims to come to the Agency and make presentations regarding benefits, eligibility requirements, and application procedures.
2. Employees who are to be released from their competitive level may be granted up to eight hours without charge to leave in order to apply for unemployment benefits.

g. Severance Pay

The Agency will notify all employees who are separated in a RIF of their rights to receive severance pay under law and regulation. Those who are eligible to receive severance pay will get an estimate of the amount of severance pay that they will receive, and information on how these payments will be made.

h. Employment outside the Agency

1. Those employees who cannot be placed within the Agency will receive aggressive assistance in finding employment outside the Agency, whether in

another federal agency, a state or local government, or the private sector. This assistance will include, but not be limited to:

- a) Résumé writing;
- b) Access to any inter-agency job centers;
- c) Coaching in job-search and interview techniques;
- d) Assistance in obtaining copies of performance evaluations;
- e) Time without charge to leave to visit inter-agency job centers or attend job interviews.

### **18-13 Use of Authorized Time and Facilities for Displaced Employees**

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of a RIF, under this Article, or who are adversely affected by a transfer of function or reorganization, shall be entitled to reasonable time while otherwise in a duty status without charge to leave for:

- a. preparing, revising, and reproducing job résumés and job applications;
- b. participating in employment interviews;
- c. using the telephone, facsimile machine and photocopiers to locate suitable employment; and
- d. reviewing job bulletins, announcements, etc.

### **18-14 Appeals**

An employee has 30 days from the effective date of an appealable action under this article to appeal to the Merit Systems Protection Board. RIF actions may not be grieved under this Agreement.

### **18-15 Time Allowed to Accept or Reject Offer**

Employees who are offered a reassignment or change to lower grade in lieu of separation by RIF will have a reasonable amount of time to respond as to whether they will accept or decline the offer. The time will be no fewer than seven calendar days for a local position, or 30 calendar days for a position requiring relocation.

### **18-16 Additional Negotiations**

Nothing in this article will prevent the Union from initiating additional negotiations, to the extent permitted by applicable laws and regulations, when a reduction in force or transfer of function is announced.

# **Article 19**

## **Safety and Health**

### **19-1 Safety and Health: General Provisions**

Each activity agrees to provide a safe and healthful work place for all employees and, to the extent practical, take corrective action on any reported unsafe working condition or work habit. All employees should promptly report observed unsafe working conditions and working habits to their immediate supervisors. Safe working practices are detailed in the United States Mint Employees' Safety Manual, job hazard analysis reports (JHA), and standard operating procedures (SOP).

### **19-2 Safety and Health Committees**

#### **a. Activity Safety and Health Committees**

Activity Safety and Health Committees provide an open channel of communication between employees and management concerning safety and health matters in the workplace to enhance safety awareness, accident prevention, and an overall effective safety and health program.

#### **b. National Safety Committee**

The NCC will establish the National Safety Committee to oversee the Mint-wide safety and health program.

#### **c. Composition of Local Committee**

The composition of the local safety and health committee and its relationship to the LCC will be determined by the Local Parties.

#### **d. Serving on Local Committee**

The local committee shall function during working hours and attending members will not suffer loss of leave or regular pay, if otherwise in a pay status. Shift accommodations may be made for employees appointed to attend safety committee meetings.

### **19-3 Management Obligations for a Safe Workplace**

a. Employees will be assigned only to positions for which they have met the established occupational medical standards and/or the position's physical requirements, in accordance with 5 C.F.R. Part 339, Medical Qualification Determinations, and appropriate medical authority, unless management has waived such standards or requirements by approving a reasonable accommodation in accordance with applicable law, regulation, and agency policies. Periodic physical examinations of personnel engaged in hazardous occupations will be made in accordance with applicable

regulations. Employees will be instructed to work safely, and methods will be revised whenever practical to insure that jobs are being performed safely and efficiently.

Management is responsible for ensuring that:

**1. Energized Circuits and High-Voltage Devices**

Repairs are not made on energized circuits unless troubleshooting techniques require circuits to be energized. When work is being performed on high-voltage devices and management determines that there is a high risk of death or severe injury, there shall be no fewer than two qualified journey-level employees present.

**2. Compliance with National Codes**

All safety devices and practices meet the standards of the safety precautions as issued by and embodied in National Codes.

**3. Personal Protective Equipment**

Proper personal protective clothing, safety shoes, safety glasses, equipment, and devices that are necessary and required are furnished by local management and used by the employee. Local management shall provide, at its own expense, prescription safety glasses for those employees whose duties it determines are in eye-hazardous operations or areas.

**4. Acid-Resistant Aprons and Coats**

Management will provide an acid-resistant apron and/or lab coat to an employee who is exposed to a hazard requiring special protection.

**5. Protective Equipment and Safety Devices**

Proper personal protective equipment or safety devices are provided to employees to be worn in designated areas.

**6. Uniforms**

Mint Police officers will be provided with uniforms. Local management shall provide laundry or dry cleaning of items furnished, in accordance with past practice.

**7. Working Alone**

No employee shall be required to work alone in hazardous operations or operations where management determines that there is a high potential of severe injury or death. This provision does not apply to police officers who, consistent with their function, may be exposed to the aforementioned conditions.

**8. Transportation for emergency medical treatment**

Transportation is provided for emergency medical treatment in cases of on-the-job injuries and illness requiring emergency first-aid services or professional medical care, that day, at the Agency's expense.

## **9. Fire Extinguishers**

Each activity supplies, and maintains on a regular basis, an adequate number of fire extinguishers in all appropriate sections.

## **10. Notification of Accidents/Incidents**

Management promptly notifies the Local Union of all accidents/incidents involving unit employees. All accident records will be available to the Local Union for review, upon request, in accordance with applicable law and regulations. The activity will provide the Union, upon request, a copy of the Material Safety Data Sheet on any chemical product used by the activity affecting Unit employees.

## **19-4 Employee Responsibilities for a Safe Workplace**

### **a. Primary Responsibility**

It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others

### **b. Reporting**

Employees should report all work injuries as soon as practical, to local management, usually to the immediate supervisor. The Local Parties will determine the process for reporting injuries.

### **c. Personal Protective Clothing, Equipment, and Devices**

An employee is responsible for using proper personal protective clothing, equipment and devices before entering and performing work where conditions are known to be hazardous or detrimental to health.

## **19-5 Obligation of the Union for a Safe Workplace**

### **a. Local Unions**

Each Local Union will encourage employees to: observe safety precautions, posted rules, written and oral safety instructions; use protective clothing or equipment where specified; and report personal work injuries or accidents.

### **b. Designee(s)**

Cooperate through its designee on the Local Activity Health and Safety Committee in improving safety conditions, programs, and employee alertness to safe working habits.

## **19-6 Occupational Health Program**

Each activity shall maintain an Occupational Health Program which provides the following services:

- a. Emergency diagnosis and first aid treatment of any occupational injury or illness during working hours,

- b. Preventive services including: (1) preventing and controlling health risks, (2) health education programs, (3) specific disease screening examinations and immunizations, and
- c. Where appropriate, referral to the employee's health provider

### **19-7 Safety Inspections**

During any safety inspection, the Local Union will be afforded the opportunity to have a union representative accompany the official on such inspection. The union representative will be designated in a manner that causes the least disruption to staffing needs.

### **19-8 Federal Employees' Compensation Act**

An injured employee will be notified in a timely manner of his/her benefits or options under the Federal Employees' Compensation Act.

### **19-9 Duty Time**

To the extent permitted by applicable law and regulation, duty time will be provided to employees for a medical procedure caused by a failure of a safety requirement, or to procure authorized safety equipment.

### **19-10 Accident Investigations and Inquiries**

Union-designated Safety and Health representatives will participate with management safety officials in all accident investigations and inquiries.

### **19-11 Limited-Duty and Light-Duty Assignments**

- a. Management will make a reasonable effort to find limited or light duty assignments for employees who are temporarily disabled due to on- or off-the-job injuries, in accordance with applicable federal law, including the Federal Employees Compensation Act (FECA), applicable federal regulations and appropriate United States Mint policies and valid medical documentation.
- b. Limited and Light duty assignments are temporary in nature and have an end in sight.
- c. A temporary limited-duty assignment allows an employee who is recovering from a temporary medical condition to continue to perform in the assigned position. However, while in temporary limited-duty status, the employee is excused from performing those duties limited by his or her medical condition.
- d. A temporary light-duty assignment is an assignment of an employee to duties other than the regularly assigned position in which the physical requirements are less strenuous or "lighter" than those of the assigned positions.

e. If the temporary medical condition is such that the employee is prevented from performing any of the essential functions of the assigned position, the employee may, if such work is available, be assigned light duties pending recovery and ability to perform the full duties of the assigned position.

f. The Local Parties may develop applications of this article in their local supplemental agreements in accordance with federal regulations and Mint policy.

### **19-12 Wellness Program**

The Parties agree to negotiate the implementation of a Wellness Program at the Local level to be included in the Local Supplemental Agreements.

### **19-13 Occupational Safety and Health Agency Voluntary Protection Program (VPP)**

The Parties encourage all United States Mint locations to be OSHA VPP certified within 2 years of the effective date of this contract. Once a United States Mint location is certified, the United States Mint will strive to maintain the certifications for the duration of this contract.

## **Article 20 Performance Management**

### **20-1 Purpose**

a. The Parties believe that performance management, constructively used, is one of the most effective methods for optimizing the effectiveness of the Mint's workforce. It is an inherent and significant element of supervision. Supervisors are responsible for helping employees maximize their performance, which can best be accomplished through constructive and positive performance management.

b. The National Parties share an interest in improving the performance of the Mint's workforce. This will be achieved by establishing elements and standards that are linked to the employee's job and the Mint's Strategic Goals; providing employees with frequent feedback; reinforcing individual and/or team accomplishments and customer service; establishing appropriate rewards for good performance and consequences for failure to achieve performance standards; identifying areas for improved performance; and actions to accomplish that improvement.

## **20-2 Communication**

Any performance and appraisal system at the Mint will ensure, at least, that:

- a. elements and standards are developed and communicated to employees within 30 calendar days of entry into a new position, even in a temporary assignment; and
- b. elements and standards are based on the employee's work assignments, and consistent with the employee's position description; and
- c. elements and standards are developed with employee input and participation.
- d. a process exists by which any bargaining-unit employee who disagrees with his/her elements or standards may discuss that disagreement with the supervisor and the union representative.
- e. employees get official performance feedback at least once each quarter of the fiscal year. It is the responsibility of the supervisor of record to see that the quarterly feedback review is performed. The employee should request the quarterly review if not initiated by the supervisor. The feedback will include, at a minimum, a discussion of how well the employee is performing against individual and team elements and standards, any corrective steps the employee should take to improve the performance, and consequences of failure to attain a "Successful" or equivalent rating of record.
- f. the minimum length of time required under a performance plan before a rating of record can be given will be 90 calendar days. Ratings will be given to the employee not later than 30 calendar days after the end of the appropriate rating period.
- g. the rating period will be 12 months and will coincide with the fiscal year.
- h. employees may make written comments about their appraisal. Those comments will be attached to the appraisal.
- i. the performance and appraisal system operates fairly and equitably.

## **20-3 Performance Management Responsibilities**

Any performance management system will also assign the following responsibilities:

- a. Supervisors are responsible for:
  1. providing supervision and collaboration in a manner that contributes to high levels of performance by individuals and the work unit.

2. discussing performance plans (including elements and standards) with employees to ensure a mutual understanding about how their performance relates to the Mint Strategic Goals, as well as other expectations of their position.
  3. providing constructive feedback to employees on an ongoing basis with the goal of improving employee performance.
  4. conducting quarterly (or more) formal progress reviews with each employee and documenting the results of the review.
  5. taking prompt action to address situations where performance has slipped below the "Successful" level.
  6. issuing a formal performance rating of record at the end of the rating period for each employee supervised.
  7. nominating deserving employees for incentive awards.
  8. determining whether an employee's performance meets the requirements of an acceptable level of competence for granting a within-grade increase.
  9. initiating discussion with union representatives on appropriate issues regarding Unit employees.
  10. assuring a performance review occurs at the appropriate time, as the employee's supervisor of record. The content of that review must include input from any and all supervisors to whom the employee was temporarily or permanently assigned during that period. Normally, a review related to a temporary assignment of 90 calendar days or more will be given by the supervisor to whom the employee is assigned.
  11. issuing and/or re-issuing standards in a timely manner to each employee as needed.
- b. employees are responsible for:
1. Performing the duties outlined in their position description, performance elements and standards to the best of their abilities;
  2. Promptly notifying supervisors about factors that interfere with their ability to perform their duties at the level of performance required by their performance elements and standards;

3. Seeking opportunities to improve their performance through training and development;
4. Promoting team accomplishment by supporting team goals and objectives.

#### **20-4 Elements and Standards**

- a. Elements and standards will be established by the supervisor (or other management official as determined by management) with employee input. Elements and standards will be related to the employee's position.
- b. To the extent feasible, performance standards will be based on objective, reasonable and measurable criteria. There also must be an understanding between the supervisor and the employee as to how performance will be assessed against the standard. Where possible, supervisors will explain to employees how to achieve higher levels of performance. Employees are encouraged to be responsible for taking action, to the extent possible, to remove barriers that impede their work and for informing their supervisors of those barriers. Supervisors are encouraged to help address those barriers and to take their impact into consideration when evaluating the employee's performance.

#### **20-5 Changes to Elements and Standards**

- a. It is an employee's responsibility to provide the union with a copy of changes or additions to existing elements and standards.
- b. When elements and standards that apply to more than one employee are going to be changed or established, the union will be afforded an opportunity to review, discuss, and comment on them before implementation.

#### **20-6 Performance Management**

- a. It is expected that there will be ongoing dialogue between the supervisor and the employee about the employee's performance. The supervisor should not wait for a quarterly review to provide the feedback.
- b. If performance deteriorates to an unacceptable level in at least one critical element and if the employee has been given ongoing feedback about his or her performance, the employee will be placed on a performance improvement plan (PIP), in accordance with Article 20-7 of this Article.
- c. If performance deteriorates to an unacceptable level in at least one critical element and if the employee has not been given ongoing feedback about his or her performance, the employee must be given a Performance Improvement Notice (PIN). The Performance Improvement Notice must remain in effect for at least 30 calendar days. The outcome of the performance improvement notice is: that the employee will improve to successful performance; be reassigned; or be issued a performance improvement plan (PIP).

## **20-7 Performance Improvement Plan (PIP)**

a. In accordance with government-wide regulations, at any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one or more critical elements, the supervisor (or other management official as determined by management) shall notify the employee of the critical elements for which performance is unacceptable. The supervisor (or other management official as determined by management) will inform the employee of the performance requirements or standards that must be attained to demonstrate acceptable performance. The employee will be informed that unless his or her performance in the critical elements improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed.

b. For each critical element in which the employee's performance is unacceptable, the supervisor (or other management official as determined by management) shall afford the employee a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position. As part of the employee's opportunity to demonstrate acceptable performance, the supervisor (or other management official as determined by management) shall offer assistance to the employee in improving unacceptable performance. The opportunity period shall be at least 90 calendar days. The supervisor may end the performance improvement period prior to the end of the 90 calendar days or specified period if he or she concludes that the employee's performance has improved to a successful level.

c. A critical element is a work assignment or responsibility of such importance that unacceptable performance of the element would result in a determination that an employee's overall work performance is unacceptable. Each employee must have at least one individual critical element.

d. The goal of a PIP is to return an employee to successful performance as quickly as possible. It is a formally documented action plan developed jointly by the employee and his or her supervisor (and, at the employee's election, his or her representative), intended to produce a positive performance outcome. The PIP identifies the specific unacceptable performance, the critical element to which it relates, and the requirements or standards that must be met for performance to be successful. It will include provisions for counseling, training, or other appropriate assistance.

## **20-8 Feedback to Supervisors**

Feedback for any supervisor should be given first to that supervisor. The intent of the feedback is to provide supervisors with information they can use to improve the performance of their supervisory duties.

## **Article 21**

### **Probationary Period Employees**

The Parties agree that it is good practice to counsel probationary employees if there are performance or conduct issues that need to be discussed and agree to treat probationers in a nondiscriminatory manner in accordance with law and regulation.

## **Article 22**

### **Awards**

#### **22-1 Awards**

The National and Local Parties agree to have programs that encourage, recognize, and reward employees for exceptional performance. These programs include both monetary and non-monetary recognition. Supervisors are expected to use these programs to recognize employees' accomplishments and performance.

#### **22-2 External Award Programs**

Some awards are sponsored by external organizations. When the United States Mint or its employees or groups of employees are recognized through these awards, it recognizes their accomplishments and brings prestige to the entire organization. The United States Mint and its employees are encouraged to nominate individuals and groups, as appropriate.

## **Article 23**

### **Goalsharing**

Goalsharing provisions will be established by the National Parties on a year-to-year basis.

## **Article 24**

### **Competitive Sourcing**

- a. In general, competitive sourcing is a process by which an agency determines whether it is more economical to have its federal workforce perform an activity or function, or more economical to contract with a commercial entity to obtain such services.
- b. Management shall give the Union advance written notice of its intention to perform a public-private competition under OMB Circular A-76, for work which regularly and customarily has been performed by Unit employees and which will result in adverse impact on Unit employees.
- c. Management shall give the Union advance written notice of its intentions to consider in-sourcing or outsourcing work or projects that regularly and customarily have been performed by Unit employees in accordance with applicable laws and regulations.
- d. Such advance notice will explain the reasons for the proposed outsourcing and will afford the Union an opportunity to file comments concerning the actions, and to collaborate to explore alternatives.
- e. Management shall afford employees affected by any reduction in force, in which employees will be displaced from their positions as a result of the outcome of a public/private competition, advance notice consistent with applicable law and regulation. The Parties agree to negotiate the adverse impact on Unit employees of contracting out work normally performed by them, including applicable procedures for reassignment, promotion, demotion, transfer, detail, and retirement, or other impacts not covered by this Agreement, current Local Supplemental Agreements, or limited by laws or regulations of appropriate authorities.
- f. Federal policy prohibits personal services contracts that establish an employee-employer relationship, unless specifically authorized by statute.

## **Article 25**

### **Settlement and Shutdown for Maintenance**

#### **25-1 Conferring on Settlement and Shutdown for Maintenance**

- a. When a settlement or shutdown is planned, the Local Parties shall meet in the first quarter of the calendar year and confer regarding the impact of the shutdown on Unit employees.

b. If an additional shutdown is necessary, the Local Parties shall meet and confer regarding the impact of the shutdown on Unit employees.

## **25-2 Leave during Settlement or Shutdown**

a. Employees will be notified so that they can schedule leave to coincide with the settlement and/or shutdown period, to the extent practical. Upon request, an employee may be advanced annual leave, which could be accrued from the date of the request until the end of the leave year.

b. Employees who have insufficient accrued annual leave may, upon request, be placed, at the sole discretion of management, on either administrative leave or in LWOP status.

c. Employees in LWOP status who wish to file a claim for unemployment compensation will be provided with a document indicating that the LWOP is due to a layoff because of lack of work. The selection process for qualified employees to work during this period will be determined by the Local Parties. Maintenance employees may be required to work during the shutdown period and schedule vacation at other times during the year.

## **25-3 Shift Differential**

All permanent prevailing rate night shift employees temporarily assigned to the day shift will continue receiving night shift differential in accordance with applicable laws and government-wide regulations.

# **Article 26 General Provisions**

## **26-1 Payments to Employees**

a. Salary and other payments will be made by electronic funds transfer to the financial institution designated by the employee. (Those employees whose payments have been made by check mailed to their home addresses continuously since June 26, 1996, may, at their election, continue to be paid in that manner so long as government-wide regulations allow.) Employees must submit their financial institution designation or current home address to their servicing payroll office.

b. Workload permitting, employees will be afforded time during their regular tour of duty to conduct official activities and transactions required by Agency policy. Access to resources, such as computers, phones, and space will be provided in reasonable locations for employees to conduct required official activities and transactions. Local Parties will encourage the use of these resources.

## **26-2 Nationally Acclaimed Events**

The Parties agree to cooperate and to encourage employee participation in observance of nationally acclaimed events of interest to employees in a manner that, under the circumstances, is least disruptive to an activity's operations and staffing requirements.

## **26-3 Medical Personnel Uniform**

### **a. Medical Personnel**

Medical personnel will receive an allowance for uniforms, in accordance with applicable regulations.

### **b. Other Personnel**

The Local Parties may develop work uniform programs for other personnel in accordance with applicable law and regulation.

## **26-4 Special Seminars/Training**

Management will consider, in developing its training plan and budget, the request of a professional employee to attend a seminar or training session sponsored by a recognized society of his or her profession. When approved and appropriate, management will pay for all costs associated with such training, in accordance with the then-existing Treasury/Mint travel and training policy.

## **26-5 Travel to Designated Resort Areas**

a. When federally sponsored events are conducted in designated resort areas, the location will be considered appropriate for travel.

b. A current list of designated resort areas will be made available as an addendum to the travel policy. The list will be updated and posted to the Mint Intranet.

c. Travel authority and justification for all other events in designated resort areas shall be submitted in sufficient time to reach the Director a minimum of seven days prior to the scheduled event for approval.

## **26-6 Smoking**

Subject to applicable laws and regulations, each United States Mint facility will have one or more designated smoking areas, each of which must comply with such laws and regulations. Smoking is allowed only in designated smoking areas.

# **Article 27**

## **Supplemental Agreements**

### **27-1 Supplemental Agreements**

The Mint and the Union agree that this Agreement is a Master Agreement between the Parties and for each activity, and that only Local Supplemental Agreements designed to carry out the plan of this Agreement may be negotiated between Local Parties. Contract provisions contained in local supplements in existence prior to the Master Agreement will continue in effect, insofar as they do not conflict with the Master Agreement, until the Local Parties renegotiate as provided in Article 27-2a below.

a. Whenever any subject is addressed in the Master Agreement, the terms of the Master Agreement shall prevail over the provisions of the local agreement concerning the same subject. Recognizing that the Master Agreement cannot cover all aspects or provide definitive language for local adaptability on each subject addressed, it is understood that Local Supplemental Agreements may include bargaining on all matters that are local in scope, subject to bargaining, and within the discretionary authority of the activity head so long as they do not conflict, interfere with, or impair implementation of the Master Agreement.

### **27-2 Procedures for Local Supplemental Agreements**

#### **a. Timing**

The National Parties agree that after the Master Agreement has been in effect for 30 calendar days, the Local Parties will bargain a Local Supplemental Agreement to the Master Agreement. The Local Supplemental Agreements will be completed within one year of the effective date of the Master Agreement. The Local Parties may request an extension to this timeframe from the National Parties.

#### **b. Content**

The Local Supplemental Agreements may cover all negotiable matters regarding conditions of employment, insofar as they do not conflict with the Master Agreement. The Local Supplemental Agreements may include a provision for reopening the Local Supplemental Agreements. This is not intended to preclude local bargaining of negotiable items that are not covered by the Master Agreement; i.e., policies, procedures, and directives initiated at the facility.

#### **c. Draft Agreements**

1. It is agreed that prior to implementation of any Local Supplemental Agreement, the respective parties shall submit their draft agreement to the National Collaboration Council (NCC) Co-Chairs for review. The NCC Co-Chairs shall respond to the Local Parties within 30 calendar days of receipt.

The scope of review will only include conflicts with the master agreement, existing laws and government-wide rules and regulations.

2. If either of the National Parties determines that a conflict exists with the provisions of the Master Agreement, they shall provide a written notification to the respective Local Parties and the other National Party identifying the conflict for resolution at the local level.
3. The National Parties shall provide recommended alternatives to resolve the identified conflict in writing within 30 calendar days of receipt.
4. The Local Parties shall not sign the Local Supplemental Agreements until after they have received a response from the NCC, or the 30 calendar days have expired.

### **27-3 Ground Rules**

#### **a. Local Supplemental Bargaining**

Local supplemental bargaining will be conducted utilizing Interest Based Bargaining (IBB). Prior to initiating bargaining, all team members must be trained in IBB.

#### **b. Local Negotiating Committee**

1. The Parties agree to establish a local negotiating committee. The committee will consist of an equal number of representatives of both Union and management. The Parties further agree that all members of the local negotiating committee will have the requisite authority to negotiate on behalf of their respective party.
2. The negotiation process is the establishment of a bargaining schedule and ground rules, face-to-face-bargaining, preparation, facilitation, and approved travel time. All union members of the negotiating committee will be on official time for the previously described negotiation process. Employee participation in this process will not, in any way, adversely affect their performance rating. Neither party waives any legal rights.

#### **c. Alternate Members**

Local Parties may approve attendance of alternates at local negotiating committee sessions. The alternate will have the full rights, responsibilities, and authority of the local negotiating committee member for whom he or she is substituting.

#### **d. Location**

1. The National Parties advise that the Local supplemental be bargained off-site for the purpose of uninterrupted IBB. Management agrees to pay any travel and per diem for all local members of the local negotiations committee pursuant to the federal travel regulations.

2. The local negotiating committee will establish its bargaining schedule. Workload permitting, local management will ensure the availability of all local negotiating committee team members for the agreed-upon schedule.

**e. Facilitators**

A facilitator will be used in the IBB process. The Parties must agree on the individual to serve as facilitator.

**f. Third-Party Services**

If the local negotiating committee has not reached agreement on a Local Supplemental Agreement at the conclusion of the bargaining schedule, either party may refer the issue directly to the NCC Co-Chairs for assistance and recommendations. If the issue is not satisfactorily resolved 10 calendar days after the NCC Co-Chairs receive the issue, either party can invoke the services of the appropriate third party (e.g., FMCS, then Federal Services Impasses Panel).

**g. Included Items**

The Parties agree that appropriate ground rules include, among other things, physical location of bargaining, caucuses, subject matter experts, start date, official time, preparatory time, number of people on each team, and administrative matters and materials.

## **Article 28**

### **Voluntary Allotments for Payments of Union Dues by Employees in the Union**

#### **28-1 Voluntary Union Allotments**

In accordance with the Federal Labor Management Relations Statute, the Parties agree that, where a Unit employee voluntarily agrees to authorize the payment of union dues through payroll deduction, the following provisions will apply.

#### **28-2 Employee Eligibility**

To be eligible to make voluntary allotment for the payment of the Union dues, an employee must meet all of the following requirements:

- a. Be a member of the Unit covered by this Agreement;
- b. Be in good standing with the Union;
- c. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues; and
- d. Not have an allotment already in effect for the payment of Union dues

Dues will not be deducted for any pay period where the employee's net salary, after other legal and required deductions, is not sufficient to cover the authorized allotment for dues. Dues will be withheld on a biweekly basis conforming to the regular pay period. Deductions for the allotment will begin to be made for the first complete biweekly pay period following receipt by management of the allotment form SF-1187.

## **28-3 Revocation of Allotment**

### **a. Request for Revocation**

An employee may submit a request for revocation of an allotment at any time, but no revocation will be effected before the one-year period provided for in section 7115(a) of the Federal Labor Management Relations Statute has been satisfied. A revocation request by an employee must be written, signed, dated and submitted in duplicate to the servicing personnel office. Revocation will be made effective as follows:

#### **1. Request Made Before One Year**

When revocation is requested before expiration of one year of dues withholding, the revocation will be effective on the first day of the first full pay period following the one-year anniversary of the date the employee authorized the withholding. The revocation request must be submitted before the start of the first day of the first full pay period following the one-year anniversary date.

#### **2. Request Made After One Year**

When revocation is requested after dues withholding has been in effect for one year, then revocation will be effective on the first day of the first full period falling on or after September 1st. The revocation request must be submitted before the start of the first pay period in September.

The Union will be provided a copy of member revocations effected under this section within 14 calendar days by the servicing personnel office.

### **b. Termination of Allotments**

All allotments will be terminated if exclusive recognition should cease to exist for the covered Unit. An individual employee's allotment will be terminated when any of the following occur:

1. The employee ceases to be a member in good standing of the Union
2. The employee is promoted, reassigned, or transferred to a position outside any Mint nationwide Unit wherein the Union holds exclusive recognition
3. The employee is separated

Termination of allotments as required above will be effective on the first full pay period following receipt of the appropriate notice by the servicing payroll office. Terminations

required because of separation will be effective as of the date of separation. However, when separation occurs during a pay period, the allotment will be withheld from the employee's salary for that pay period.

#### **28-4 Union Responsibilities**

It is the responsibility of the Union to:

- a. Ensure that allotments are voluntary
- b. Fully inform members of the truly voluntary nature of the allotments
- c. Ensure that its members understand that a revocation must be consistent with Article 28-3a, above
- d. Secure SF-1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues" and make the form available to its members
- e. Inform and educate its members on the program for voluntary allotment for labor organization dues and the uses and availability of SF-1187
- f. Certify by properly authorized Union official, on the SF-1187, the amount of dues to be withheld each biweekly pay period
- g. Promptly forward completed SF-1187s to the servicing payroll office via the local personnel office
- h. Certify to the servicing payroll office via the local personnel office where there is a change in the amount of the labor organization dues.
- i. Promptly notify the servicing payroll office via the local personnel office when an employee with an allotment ceases to be a member in good standing of the Union
- j. Promptly refund any erroneous remittance received, upon notice of discovery of an error

#### **28-5 Management Responsibility**

Management will, subsequent to each pay period, transmit funds for the aggregate net of deductions to the person or organization each Local Union has identified. In addition, each Local Union will be furnished a listing, by name, of all members, which identifies those for whom dues have been withheld, any new members or detached members, and members for whom no deductions were made because of LWOP, insufficient pay, compensation, etc. Management will provide the listing in alphabetical order as soon as practical.

## **Article 29**

### **Public Transportation Incentive**

#### **29-1 Purpose of PTI**

The PTI Program will be used as a cost-effective measure to decrease the use of private vehicles and increase the use of public transportation by Mint employees for commuting to and from work. Those employees who are named on a worksite motor vehicle parking permit with this Agency or any other federal agency are ineligible to receive PTI.

#### **29-2 Transit Subsidy Eligibility**

All employees are eligible to apply for a transit subsidy from the Agency. The Agency will pay 100% of the employee's commuting costs for mass transportation or vanpools, up to the maximum amount authorized at the time the subsidy is paid.

#### **29-3 Increase to Maximum Subsidy**

The maximum amount of the transit subsidy will increase whenever the Agency is directed to, or given discretion to, increase the subsidy by executive order, law or regulation. The increase will take effect within two pay periods from when the Agency is directed or authorized to effect the increase.

#### **29-4 Applying for Transit Subsidy**

- a. Employees who wish to apply for the transit subsidy will self-certify their monthly costs for commuting via public transportation or vanpool. The Agency will provide the application form.
- b. Employees who wish to change the amount of the transit subsidy that they receive will self-certify the change in their monthly commuting costs. The Agency will provide a form for making this change.
- c. The Agency will process employee requests to begin receiving a transit subsidy or change the amount of the subsidy within two pay periods of its receipt of the completed application form, and will notify the affected employee by e-mail of the amount of the new transit subsidy and the date the new subsidy amount will commence.

#### **29-5 Receipt of Transit Subsidy**

- a. The Agency will distribute the transit subsidy according to the distribution schedule for the local transportation system.

- b. The Agency will expedite the processing of any employee requests to begin or change a transit subsidy received between distributions.
- c. If a transit subsidy is available in more than one format (e.g., SmartBenefits, transit voucher, bus or rail pass, smart card, or transit debit card), the Agency will provide the format that is most convenient for employees, while maintaining necessary security in the program.

## **Article 30**

### **Violence in the Workplace**

- a. The Mint is committed to maintaining a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.
- b. Violence, threats, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated; all reports of incidents will be taken seriously and will be dealt with appropriately.
- c. Such behavior can include oral or written statements or gestures that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, up to and including removal, criminal penalties, or both.

## **Article 31**

### **Adverse and Disciplinary Actions**

#### **31-1 Administration of Discipline**

- a. The Mint's policy on discipline seeks to maintain a constructive, disciplined work environment in which management, labor, and employees recognize and carry out their responsibilities. Necessary disciplinary action is taken without regard to marital status, political affiliation, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation, parental status or genetic information.
- b. Disciplinary action is taken when necessary and then promptly (as defined in Article 31-3) and in accordance with law, rule and regulation. The purpose of disciplinary action is to correct improper behavior.
- c. Penalties must not be disproportionate to offenses and must be applied as consistently as possible within each facility, considering the particular circumstances of the cause for disciplinary action.

d. Determining which penalty to impose in a particular situation requires responsible judgment. The Mint's policy is to consider the following prior to determining a penalty for discipline.

### **31-2 Responsibilities**

a. Supervisors will maintain an environment that promotes good employee/labor-management relations. Supervisors should be aware of the cultural, ethnic and religious diversity of their employees and create a work environment free from discrimination and hostility. Supervisors will keep employees informed of rules, regulations, and standards of conduct and will maintain conduct and discipline according to policy and established procedures. Supervisors will gather, analyze, and carefully consider available facts and circumstances before taking or recommending disciplinary action.

b. Employees will discharge their assigned duties conscientiously; respect the administrative authority of those directing their work; and observe laws, regulations, and policies governing their conduct. The Mint does not interfere unnecessarily in the private lives of its employees; however, Mint employees are required to be honest, reliable, trustworthy, of good character and reputation, and to be loyal to the federal government and the Mint.

### **31-3 Taking Actions Constructively**

a. Constructive discipline is preventive in nature. Its objectives are to correct employees' behavior, encourage their acceptance of appropriate responsibility, and to prevent, if possible, situations where there is no alternative but to penalize.

b. The penalty should be commensurate with the behavior it is intended to correct and, depending on the severity of the behavior, may include corrective action up to and including immediate removal.

c. Disciplinary action is based on the conclusion that there is sufficient evidence available to support the action and that the disciplinary action is warranted and reasonable in relation to the circumstances that prompted it. The disciplinary action must promote the efficiency of the federal service.

d. In determining the appropriate penalty, supervisors must observe the principle of like penalties for like offenses in like circumstances. This means penalties will be applied as consistently as possible across the spectrum, including both bargaining unit and non-bargaining unit employees. Proposing officials shall review the Douglas factors when deciding what action to propose. Deciding officials shall review and consider these factors, and apply these and other factors that are relevant prior to making a decision.

### **31-4 Douglas Factors**

- a. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated
- b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position
- c. The employee's past disciplinary record
- d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability
- e. The effect of the offense on the employee's ability to perform at a satisfactory level and its effect on supervisors' confidence in the employee's work ability to perform assigned duties
- f. Consistency of the penalty with those imposed on other employees for the same or similar offenses
- g. Consistency of the penalty with any applicable Agency Table of Penalties.
- h. The notoriety of the offense or its impact on the reputation of the Agency
- i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question
- j. The potential for the employee's rehabilitation
- k. Mitigating circumstances surrounding the offense, such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter
- l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others

### **31-5 Guide to Disciplinary Action**

- a. Management should assess penalties that are proportionate to the offense, that will contribute to the solution of the problem and to the attainment of an effective work environment, and that take into consideration all relevant penalty selection factors, provided doing so is in compliance with the Privacy Act. When the employee is represented by the union, the union may provide comments.
- b. Recommending disciplinary action is the responsibility of the proposing official. Final disciplinary action is the responsibility of the deciding official. Both the proposing and deciding officials may consult with the Union before arriving at a decision, if the employee is represented by the union.

c. The purpose of this consultation is to build a framework of all the relevant facts, possible actions, and mitigating or aggravating factors. Once this framework has been built, appropriate action should be discussed. The mechanical use of any guide should be avoided; each action should be judged on its own merits, input from the Union, and the responsible judgment of management officials.

d. Supervisors are encouraged to speak with employees to correct behavioral problems prior to proposing any action. Supervisors may collaborate with their union representative to explore alternative methods of discipline, provided that such is in compliance with the Privacy Act. All available resources, such as referral to the Employee Assistance Program, may be explored before any disciplinary action is initiated.

e. This section is not intended to affect the Union's rights to represent employees pursuant to the negotiated grievance procedure.

f. It should be noted that maintaining discipline is usually not a problem within a work environment where:

1. Leaders:

- Establish clear communication
- Consistently enforce reasonable rules and standards of conduct and performance
- Lead by example
- Identify conduct and performance that needs improvement in a way that respects the employee's dignity
- Treat employees fairly and encourage them to improve
- Recognize good performers

2. Employees:

- Follow work rules and standards of conduct and performance
- Treat one another with respect and dignity
- Work together to accomplish the work of the United States Mint

The parties recognize that it is good practice, but not essential, that all formal disciplinary actions be coordinated with the appropriate Employee Relations/Labor Relations representative.

## **31-6 General Provisions**

### **a. Actions**

Actions under this article are taken to correct Unit employee misconduct and may include, but are not limited to, the following:

### **1. Adverse Action**

Suspensions for 15 or more days, removals, furloughs for 30 or fewer days, and reductions in grade or pay. These actions will be taken only for just and sufficient cause.

### **2. Disciplinary Actions**

Suspensions of 14 or fewer days and reprimands. These actions will be taken only for just and sufficient cause.

### **3. Notices of Warning, Requirement, or Counseling**

Although not included under the legal definition of adverse and disciplinary actions, Notices of Warning, Requirement, or Counseling are grievable under Article 33 and will be taken only for just and sufficient cause.

#### **b. Limited Applicability**

This Article applies only to Unit employees who have completed their probationary or trial period.

#### **c. Union Representation**

The Union shall be given the opportunity to be represented at any formal discussion under the statute, or examination of a Unit employee by a representative of management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests representation.

## **31-7 Prompt Disciplinary and Adverse Actions**

Disciplinary and adverse actions will be given to the employee within a reasonable period of time after the occurrence of the alleged offense or the alleged offense becomes known to management. The Parties agree that discipline must be timely to be effective. Supervisors will discuss matters that will be the basis for disciplinary action with the employee within a reasonable period of time after the event, the date the supervisor becomes aware of the event, or the date an actionable investigation report was completed.

## **31-8 Discipline**

Management may follow a course of discipline to correct the conduct of an offending employee. A supervisor may counsel an employee, rather than issuing a written reprimand, in the first instance of a minor offense, absent aggravating circumstances. This counseling will be aimed at creating awareness on the part of the employee of his/her conduct deficiencies. Major offenses, in and of themselves, may be cause for severe action, up to and including removal.

### **31-9 Equal Treatment in Disciplinary and Adverse Actions**

In taking disciplinary/adverse actions, management shall give due regard to the principle that like penalties should be imposed for like offenses, and will also consider mitigating circumstances, the nature and responsibility of the position occupied by the employee involved, the frequency and severity of the offense, and any other factors or circumstances bearing on the incidents or acts involved.

### **31-10 Copy of Notice of Disciplinary or Adverse Actions**

The employee will be provided with an extra copy of the notice of disciplinary or adverse action (or proposed disciplinary or adverse action) for the purpose of advising the Local Union or otherwise obtaining its assistance.

### **31-11 Representation**

When the supervisor schedules a meeting with the employee and has determined that serious disciplinary/adverse action will be initiated, the employee and his/her representative (if representation is requested) shall be afforded the opportunity to review documentation/evidence that is being relied on at the time of such discussion.

### **31-12 Disciplinary Advance Notices**

#### **a. Content of Notice**

When management proposes to suspend an employee for 14 or fewer calendar days, an advance notice will be provided which states:

1. Specific reasons for the proposed action,
2. A reasonable amount of time (no less than 10 calendar days) to answer orally and/or in writing, and the right to furnish affidavits and other documentary evidence in support of the answer,
3. The right to be represented by an attorney or other representative designated by the Union, and
4. The statement that a written decision will be provided at the earliest possible date.

#### **b. Copies of File Contents**

The employee, or his/her representative when authorized in writing by the employee, will, upon request, be provided a copy of any material in the official adverse action file.

#### **c. Requests for Extensions**

Management will consider requests for extensions of time to answer the advance notice, when valid reasons are presented.

**d. Written Reply to a Notice**

To be considered, the employee's written reply to the notice must be received by the deciding official prior to the end of the designated reply period.

**e. Final Decision**

After receipt of the written reply or the expiration of the designated notice period, management will issue a final decision to the employee in a reasonable amount of time. If the decision is unfavorable to the employee, he/she will be advised of his/her right to challenge the decision and the procedures to do so.

**31-13 Adverse Action Notice**

**a. Content of Notice**

When management proposes to suspend an employee for 15 or more calendar days, effect a reduction in grade or pay, remove an employee, or effect a furlough for 30 or fewer days, an advance 30-calendar-day notice will be provided which states:

1. The specific reasons for the proposed action,
2. That the employee has seven to fourteen calendar days to answer orally and/or in writing and the right to furnish affidavits and other documentary evidence in support of the answer,
3. That the employee has a right to be represented by an attorney or other representative, and
4. That a written decision will be provided at the earliest possible date.

**b. Waiver of Advance Notice**

Management is not required to provide a 30-day advance notice when there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed.

**c. Copies of File Contents**

The employee, or his/her representative when authorized in writing by the employee, will, upon request, be provided a copy of any material in the official adverse action file.

**d. Written Reply to a Notification**

The employee may file a written reply to the notification, provided that the written reply must be received by the deciding official prior to the end of the designated reply period.

**e. Requests for Extensions**

Management will give due consideration to arranging request(s) for extension(s) of time to answer the advance notice on the basis of valid reasons.

**f. Final Decision**

1. After receipt of the written reply or termination of the designated notice period, management will issue a final decision to the employee at the earliest possible date.
2. If the decision is adverse to the employee, he/she will be advised of his/her right to file an appeal with the Merit Systems Protection Board or, as an alternative, to file a grievance under the negotiated grievance procedure.
3. Once the employee makes a choice of dispute-resolution forum, the choice is irrevocable.
4. If an employee chooses to proceed through the negotiated grievance procedures, his/her representative must be approved by the Union.

**31-14 Official Adverse Action File**

- a. Official Adverse Action files will be maintained only when adverse actions have been initiated and the employee has been notified of such actions.
- b. An official adverse action file will be established separate from the Official Personnel Folder, and maintained by the local Employee Relations/Labor Relations representative (or other management official as determined by management).
- c. The Official adverse action file will contain such items as:
  1. The proposal notice;
  2. The employee's written reply, affidavits submitted, and a written summary of any oral reply.
  3. Where applicable, evidence used to support the proposed action. This may include copies of documentation of prior discipline or other efforts to correct the offending employee's behavior. A copy of the official adverse action file shall be furnished to the employee, or the employee's representative if authorized by the employee.

**31-15 Removal from Official Personnel Folder**

- a. Notices of Warning/Requirements will not be filed in the employee's Official Personnel Folder.
- b. Reckoning periods for Written Reprimands may be of any time period, but may not exceed one year.
- c. Letters of reprimand removed from an OPF cannot be used as aggravating factors in subsequent disciplinary actions; however, they may be used to establish that an employee was aware of the rules of the workplace.

### **31-16 Lack of Training**

An employee has the right to raise lack of necessary training as a defense to a disciplinary action.

## **Article 32 Administrative Investigations**

- a. Administrative investigations will be conducted in accordance with the Agency's administrative investigation policy and this Agreement.
- b. An administrative investigation is a formal, noncriminal inquiry into allegations of serious employee impropriety or employment related events, incidents or issues.
- c. The provisions of this article do not apply to a management inquiry, which is a supervisor's routine inquiry into an allegation that, if founded, could result in minor disciplinary or corrective action, but ordinarily would not be considered serious or egregious misconduct.
- d. An employee has the right to be represented by the Union while being questioned in an administrative investigation if the employee has a reasonable belief that discipline or other adverse consequences may result from his or her responses to the questioning. Before such questioning begins or a statement is given, employees will be informed of the reasons they are being questioned or asked to provide a statement.
- e. If the employee is the subject of an investigation, he or she will be informed of the right to union representation prior to being questioned or asked to provide a statement. The employee will also be informed of the nature of the allegations. Once an employee requests union representation, no further questioning will take place until the Union has been provided a reasonable time to be present.
- f. When a person being interviewed is accompanied by a Union representative, the role of the representative includes, but is not limited to, the following:
  1. to clarify the questions;
  2. to clarify the answers;
  3. to assist the employee in providing favorable or extenuating facts;
  4. to suggest other employees who have knowledge of relevant facts; and
  5. to advise the employee.

- g. The mere presence of a representative should not transform the interview into an adversarial contest.
- h. When it is determined that an investigation is not criminal in nature, or once prosecution is declined, the Union and the employee may request a reasonable delay of the interview; such request shall not be unreasonably denied.
- i. Supervisors, employees and union representatives will not, except as specifically authorized, disclose any information about an investigation. A copy of the statement of the employee will be given to the employee and/or the employee's representative upon request. If no action is taken as a result of this investigation, the employee who was the subject will receive the findings in a timely manner.
- j. Upon request, the Local Union President will be given a copy of the complete investigative file (not just the evidence file), and all other relevant information that would be provided under the Freedom of Information Act, 5 U.S.C. § 7114, or under the sharing of information policy detailed in Article 3-5, provided that no information protected by the Privacy Act may be provided without first obtaining the express written consent of the affected individual.
- k. When a bargaining unit employee who is the subject of an investigation is disciplined as a result of the investigation, the employee's representative shall receive a copy of all evidence, which may be released in accordance with all applicable laws and regulations, that management used to support the disciplinary action. Management will make a reasonable effort to provide additional information requested by the employee's representative. Management will provide a timely written explanation of any denial of information requested.

## **Article 33**

### **Grievance Procedure**

Most grievances arise from misunderstandings that can be settled promptly and informally at the immediate supervisory level. The Parties agree to attempt to settle grievances at the lowest possible level.

#### **33-1 Grievances**

##### **a. Purpose**

This article provides a method for the prompt disposition of grievances.

A "grievance" means any complaint—

1. by any employee concerning any matter relating to the employment of the employee;

2. by any labor organization concerning any matter relating to the employment of any employee; or
3. by any employee, labor organization, or agency concerning—
  - a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

**b. Scope**

This negotiated procedure is the exclusive procedure available for the Union and Unit employees for resolving grievances. Mediation is part of the negotiated grievance procedure under this contract. This negotiated procedure shall not apply to:

1. Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities)
2. Retirement, life insurance, or health insurance
3. A suspension or removal under Section 7532 of Title 5 (relating to national security matters)
4. Any examination, certification, or appointment
5. The classification of any position which does not result in the reduction in grade or pay of an employee
6. Matters already filed with the Merit Systems Protection Board as an adverse action which are, therefore, statutorily precluded from duplicate filing under this procedure
7. Matters already filed with the Equal Employment Opportunity Commission concerning discrimination complaints which are, therefore, statutorily precluded from duplicate filing under this procedure or raised under the Mint's statutory EEO complaint resolution process
8. Non-selection for a promotion from a group of properly ranked and certified candidates
9. The separation of a probationary employee
10. Complaints by employees with temporary appointments not to exceed 700 hours

11. The filling of any position outside the bargaining unit,
12. Reduction In Force (RIF) actions taken by the Agency

### **33-2 Reasonable Time**

The Agency will give employees and their Union representatives or Union Observers a reasonable amount of official time (consistent with Article 7 of this Agreement) to process a grievance, including attendance at meetings with management. No overtime will be paid to these individuals. Shift accommodations will be made for employees appearing outside of their duty or pay status.

### **33-3 Representation**

- a. When filing a grievance under this article, an employee or group of employees in the Unit may represent themselves, or may be represented only by the Union, or by a person approved by the Union.
- b. When the Union is not representing the grievant(s), any resolution will not be inconsistent with the terms of this Agreement and the Union must be given an opportunity to have an observer present during the grievance process and must be provided a copy of any written decision or settlement.

### **33-4 Time Limit to Present Grievance**

A grievance not filed in the appropriate initial step within 20 calendar days after official notification or the aggrieved became aware or should have become aware of the matter out of which the grievance arose, shall not be presented nor considered at a later date. As an exception to this, grievances stemming from disciplinary/adverse actions covered by this agreement must be filed within 20 calendar days from the effective date of the disciplinary/adverse action.

### **33-5 Processing Constraint**

Failure on the part of the grievant to prosecute the grievance at any step of the procedure will nullify the grievance. Failure on the part of the respondent to meet any requirements of the procedure will permit the grievant to move to the next step.

### **33-6 Initiating a Grievance**

- a. Grievances under this Article may be initiated by employees in the Unit, either singly or jointly, by the Union, by the Union on behalf of employees, or by management.
- b. Grievances, when filed, will state the nature of the grievance, the alleged violation, and will specify the relief or corrective action sought. The standard grievance form 8964 will normally be used for grievances filed under this Article. Absent use of the form, a written statement providing comparable information will suffice.

### **33-7 Employee Grievance Procedure**

a. Prior to filing a written grievance, employees will attempt to resolve issues by discussing them with the immediate supervisor within the time limits specified under Article 33-4.

b. If the grievance is not resolved informally, then the grievant will take the following steps:

#### ***Step 1 – Submit Written Grievance***

The grievant will submit the written grievance on the standard grievance form to the Division Chief or Police Lieutenant, within the time limits specified under Article 33-4. Management will give a written decision to the grievant and a copy to the Union within 10 calendar days. A grievance that involves a decision or action by a Senior Management Official may be submitted at Step 2.

#### ***Step 2 – Submit Grievance to Senior Management Official***

If the grievance is not resolved in Step 1, the grievant (if presenting the grievance on his or her own) or the Union may forward the grievance to the Senior Management Official within 10 calendar days after expiration of the time limit of response to Step 1.

If the Union is presenting the grievance, it may make a written request, at the time it presents the grievance, to meet with the Senior Management Official. The Senior Management Official will then meet with the grievant and the Local Union President (and/or his/her representative) within 10 calendar days of the meeting request.

Whether or not an employee is represented by the Union, management will issue a written decision within 20 calendar days of receipt of the grievance.

The term “Senior Management Official” when used in this article, means Associate Director, Plant Manager, or Officer in Charge (and/or his/her representative).

#### ***Step 3 – Mediation (Optional)***

If the grievance is not settled at Step 2, the Union may, within 15 calendar days from receipt of the decision in Step 2, make a written request that the grievance go to mediation in accordance with Article 33-12. Management will reply in writing to the request for mediation within five calendar days. The grievance will be mediated if both parties consent. The mediation will be scheduled to occur and will be completed within 45 calendar days of the written agreement to go to mediation.

#### ***Step 4 – Arbitration***

If the grievance is not settled using the steps above, the Union may elect to submit the grievance to arbitration. To do so, the Union must issue a written notice to management within 30 calendar days of the completion of mediation, or expiration of the time limit in Step 2.

### **33-8 Group Employee Grievance Procedure**

- a. A grievance initiated by more than one Unit employee from the same Division/Department will be submitted at Step 1 of this Article.
- b. A grievance initiated by employees in more than one Division or Department will be submitted at Step 2 of this Article.
- c. For group grievances, there will be one representative for every five employees named in the group grievance, but the total number of representatives shall not exceed two individuals in addition to two designated union representatives. These additional representatives shall be allowed in the grievance/arbitration meetings on official time, provided that valid workload and production requirements are not adversely affected. If workload/production precludes such representation, these meetings will be rescheduled, by agreement.

### **33-9 Institutional Grievance Procedures**

#### **a. Local Institutional Grievances**

##### ***Step 1 – Filing a Grievance***

When an action: (1) directed by local management is alleged to have resulted in a violation of the Local Union's rights granted by law, rule, regulation or this Agreement, or (2) directed by the Local Union is alleged to have resulted in a violation of a Local Union obligation imposed or recognized by law, rule, or regulation or this Agreement, the aggrieved party (i.e., either the Local Union President or the Senior Management Official) may submit a written grievance to the other within 20 calendar days from when the aggrieved party became aware or should have become aware of the matter out of which the grievance arose.

The aggrieved party may make a written request, at the time it presents the grievance, to meet with the respondent. The parties will then meet within 10 calendar days of the meeting request.

The respondent must issue a written response to the grievance within 10 calendar days of receipt of the grievance, or of the meeting, whichever is later.

##### ***Step 2 – Mediation (Optional)***

If the grievance is not settled at Step 1, either party may, within 15 calendar days from receipt of the decision in Step 1, make a written request that the grievance go to mediation in accordance with the Article 33-12. The other party will reply in writing to the request for mediation within five calendar days. The grievance will be mediated if both parties consent. The mediation will be scheduled to occur and will be completed within 45 calendar days of the written agreement to go to mediation.

### ***Step 3 – Arbitration***

If the grievance is not settled using the steps above, the aggrieved party may elect to submit the grievance to arbitration. To do so, the aggrieved party must issue a written notice to the responding party within 30 calendar days of the completion of mediation, or expiration of the time limit in Step 1.

#### **b. Grievances by National Parties**

##### ***Step 1 – Filing a Grievance***

Parties at the National level may file a grievance concerning the effect or interpretation, or claim of a breach of this collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment; or violation of the rights of the Parties to this agreement.

The Council President or his/her designee files the grievance with an official designated by the Director. The Director or his/her designee files the grievance with the Council President. The aggrieved party must submit its written grievance to the other party within 20 calendar days from when the aggrieved party became aware or should have become aware of the matter out of which the grievance arose.

The aggrieved party may make a written request, at the time it presents the grievance, to meet with the respondent. The parties will then meet within 10 calendar days of the meeting request.

The respondent must issue a written response to the grievance within 10 calendar days of receipt of the grievance, or of the meeting, whichever is later.

##### ***Step 2 – Forwarding Grievance to the Director***

If the Union's grievance under Step 1 is not resolved to the Union's satisfaction, the Union may advance the grievance to the Director within 20 calendar days after expiration of the time limit of response to Step 1.

The Director or his designee will issue a written decision within 20 calendar days of receipt of the grievance.

No meetings are required at this step, but they may take place.

##### ***Step 3 – Mediation (Optional)***

If the grievance is not settled at Step 1 or Step 2, either party may, within 15 calendar days from receipt of the decision in Step 1 or Step 2, make a written request that the grievance go to mediation in accordance with the Article 33-12. The grievance will be mediated if both parties consent. The mediation will be scheduled to occur and will be completed within 45 calendar days of the written agreement to go to mediation.

#### **Step 4 – Arbitration**

If the grievance is not settled using the steps above, the aggrieved party may elect to submit the grievance to arbitration. To do so, the aggrieved party must issue a written notice to the responding party within 30 calendar days of the completion of mediation, or expiration of the time limit in Step 1 or Step 2.

#### **33-10 Record and Witnesses**

Either party may interview an employee who may possess direct knowledge of the matter in dispute. Evidence that is relevant to the resolution of a grievance may be introduced at any stage of the proceeding prior to arbitration. Except by mutual consent, new issues may not be raised by either party unless they have been raised at the initial step of the Grievance Procedure.

#### **33-11 Grievability or Arbitrability Questions**

Any rejection of a grievance on the grounds that it is not a matter subject to the grievance procedure, or is not subject to arbitration, shall be executed at or before the step of the grievance procedure that precedes arbitration. Such rejection shall be served on the grievant in writing. Disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

#### **33-12 Mediation**

##### **a. Intentions**

1. Mediation refers to procedures intended to resolve disputes more quickly and with greater satisfaction for the parties involved than is possible through formal hearings or litigation. Mediation is consensual and cannot be entered into unless the parties involved voluntarily elect to do so.
2. It focuses on conflict resolution and problem solving and fosters a cooperative labor-management relationship.
3. Mediation is informal, efficient, and useful for resolving disputes so that both parties are satisfied that the resolution achieved was fair and comprehensive and resulted from equitable and impartial consideration of the issue. Use of attorneys by either side is discouraged; however, with Union approval, an employee may be represented by an attorney at the employee's expense. Except for attorney fees, the entire cost of mediation will be borne by the Agency.

**b. Choosing Mediation**

1. Either party may elect to use mediation. The other party may agree to accept or decide not accept the election.
2. Prior to a request for mediation, the complainant and the respondents are urged to adhere to the Parties' "Talk-First" principle. If "Talk First" is not successful, the parties are strongly encouraged to use mediation.

**33-13 Arbitration**

**a. Decision to Refer to Arbitration**

1. Only the Union or the Agency may invoke the procedures set forth in this Article.
2. Only the Union can invoke arbitration on behalf of a bargaining-unit employee.

**b. List of Arbitrators**

Within 10 calendar days of invocation of arbitration, the moving party must request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons (from the local area when possible) qualified to act as arbitrator and provide a copy of such request to the responding party. Prior to making this request, the Parties are encouraged to attempt to settle the issue in dispute.

**c. Selection of Arbitrator**

Within 10 calendar days after receipt of the list from FMCS, the parties shall meet to select an arbitrator. If the parties cannot agree on an arbitrator, the parties shall alternately strike one name from the list, repeating the process until only one name remains on the list. The remaining arbitrator shall then be selected. Disputes over which party will strike the first name from the list will be resolved by the flip of a coin. Should the parties fail to jointly select an arbitrator, as required by this part, the moving party will select an arbitrator.

**d. Expense Shared**

1. Management will pay the costs of one arbitration at each facility per calendar year, and two arbitrations for the Mint Council per calendar year to use as it chooses. Management will pay 60% and the Union will pay 40% of the cost of all other arbitrations during that calendar year.
2. In the event either party withdraws or cancels prior to a scheduled arbitration hearing, that party shall be solely liable for any arbitrator's fee.
3. If a settlement agreement is reached, the terms of the agreement will address the allocation of any arbitrator's costs.

**e. Arbitration Hearing**

1. The arbitration hearing shall, whenever practicable, be held on the local premises, during the regular day-shift working hours of the basic work week. The aggrieved party and one Local Union representative shall be granted official time to participate in the arbitration hearing.
2. Each party will be allowed to have a technical representative assist in the arbitration proceeding.
3. Both parties are entitled to produce witnesses whose testimony is relevant to the issue in dispute. Employees authorized to attend the arbitration hearing will not suffer loss of leave or pay if they would otherwise be in a duty or pay status, to the extent permitted by law or regulation. Overtime will not be paid for time spent on such hearings. Shift accommodations will be made for employees appearing outside of their duty or pay status.
4. The parties will exchange witness lists no later than 10 calendar days before the hearing; and will exchange rebuttal witness lists no later than five calendar days from the initial exchange. Parties have the right to request rebuttal witnesses resulting from the testimony in the hearing. The arbitrator will resolve any disagreements with respect to these witnesses or additional witnesses.

**f. Prompt and Binding Decision**

**1. Timeframe for Decision**

The arbitrator will be requested to render his/her decision as quickly as possible, but no later than 30 calendar days after the conclusion of the hearing, unless the parties agree to extend the time limit. The arbitrator will, simultaneous with issuing his/her award, provide a copy to the Mint and/or Union upon request. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the FLRA, under FLRA regulations.

**2. Transcripts**

Either party may request a verbatim transcript of the arbitration hearing. When the request is made by only one party, the requesting party will pay the full cost of the transcript.

**3. Exceptions**

Where exception is taken to an arbitration award and the FLRA sets aside all or a portion of the award, the arbitrator shall have the jurisdiction to provide alternate relief consistent with the FLRA decision. The arbitrator shall specifically retain jurisdiction where exceptions are taken and shall retain such jurisdiction until the exception is disposed.

**g. Arbitrator’s Limitation**

The arbitrator in his/her decision shall not change, modify, alter, delete, add to, subtract from or disregard the provisions of this Agreement. The arbitrator will only have authority to interpret and apply those bilaterally negotiated provisions of this Agreement.

**h. Expedited Arbitration**

The parties are encouraged to combine grievances in arbitration where appropriate, and to use expedited arbitration where available.

**i. Final and Binding**

All arbitrations will be final and binding.

**33-14 Extension of Time Limits and Waivers**

a. All time limits in this article may be extended by written agreement of the parties involved.

b. If a deadline under this article falls on a weekend, an employee’s AWS day off or holiday, the deadline will be extended to the next business day.

**Article 34**

**Duration of Agreement and Methods to Terminate, Renew and Change, or Amend, Including Mid-term Bargaining**

**34-1 Effective Date**

This Master Agreement will be effective on \_\_\_\_\_.

**34-2 Duration of the Agreement**

a. This Master Agreement will be in full force and effect for five years following its effective date and will automatically renew itself from year to year thereafter, unless renegotiated in accordance with this article.

b. During the interval of 120 to 90 calendar days prior to the expiration date of this Master Agreement, either Party may give written notice of its intention to renegotiate the Master Agreement. Negotiations shall begin no later than 30 calendar days after the notice.

If this agreement expires, its provisions will continue in effect as if they were past practices until changed in accordance with law; except that, either Party may give the other Party 30 calendar days notice that it will no longer be bound by provisions that pertain to permissive subjects of bargaining, providing a list of those particular

provisions to which it is claiming to no longer be bound. Provisions of the expired Agreement that conflict with government-wide regulation must be brought into compliance with those regulations, with due regard for collective-bargaining obligations.

### **34-3 Reopener**

Negotiations initiated by either Party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the Parties. The request to initiate negotiations, at a minimum, will address why the Party believes the article(s) is not equitable, affordable, flexible, or meeting the interests of the Party. There is no limit to the number of articles that can be reopened. The Parties will meet to negotiate amendments or modifications during the term of this Agreement within 30 days of the date agreement to re-open is reached. The Parties are encouraged to use interest-based bargaining.

### **34-4 Mid-Term Bargaining**

a. The Parties anticipate that most changes to terms and conditions of employment of bargaining unit employees during the life of this Agreement will be worked out by the National and Local Parties, as appropriate.

b. Matters appropriate for mid-term bargaining include issues within the scope of bargaining, as proposed by either party, that are either newly formulated, or that change established personnel policy and practices during the term of this Agreement and affect conditions of employment of Unit employees. The Parties reserve their right to refuse to negotiate permissive subjects during mid-term bargaining.

c. The Local Parties will develop their own rules for mid-term bargaining and may use this article as a guide.

d. The National Parties will use the following procedures for mid-term bargaining:

**Step 1:** The initiating party will provide the other party with reasonable advance written notice, normally not less than 30 calendar days prior to the proposed implementation date of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:

1. The nature and scope of the proposed change;
2. A description of the change;
3. An explanation of the initiating party's plans for implementing this change;
4. An explanation of why the proposed change is necessary; and
5. The proposed implementation date.

**Step 2:** The receiving party will review the proposal and may respond to the initiating party in one of the following ways:

1. If the receiving party requires additional information for proper negotiations, or an explanation of the proposal, that party may within 10 calendar days of receipt of the notice, make a written request for additional information, as described in 5 U.S.C. § 7114; or
2. If the receiving party wishes to negotiate over any aspect of the proposed change, it shall notify the other party by submitting a written demand to bargain and proposals within 10 calendar days of receiving the notice or receipt of any requested information, whichever is later.

**Step 3:** Bargaining takes place. If more than phone calls or e-mails are necessary to resolve differences between the Parties' proposals, the Parties will meet face-to-face over a bargaining table at an agreeable date under the following ground rules:

**Rule 1.** National negotiations will normally be held at the United States Mint Headquarters in an appropriately sized conference room to be provided by the Agency. Separate caucus room, laptop computers, a network printer and a copier will be made available equally to bargaining teams.

**Rule 2.** Negotiating teams shall normally consist of three members each. The Parties shall notify each other at least one week prior to the commencement of face-to-face negotiations of who their team members will be. Substitutions may be made with notice and regard for any work schedules affected. The size of the negotiating teams may be increased or decreased by agreement to ensure that Local Unions affected by the matter at issue have the opportunity to have a representative present.

**Rule 3.** For national negotiations, the Agency will grant official time, travel and per diem for the Union participants agreed to in Rule 2, but only if they are Agency employees.

**Rule 4.** Negotiations will be scheduled for consecutive weekdays (Monday through Friday, excluding holidays), beginning at 9:00 a.m. each day, until completed, adjourned, or extended by agreement, or the Parties reach impasse. The Parties may call for a caucus at any point in the negotiations. Reasonable break periods will be taken during the negotiations.

**Rule 5.** Proposals may be amended or modified during bargaining. Absent agreement otherwise, no new proposals may be submitted by either party after the proposals mentioned in Sections 1 and 2, above, are submitted, unless circumstances beyond the control of the Parties arise (e.g., changes required by law, changes to government-wide regulation).

**Rule 6.** By agreement, the Parties may request the presence of a subject-matter expert (SME) during negotiations. SMEs may only participate in negotiations to the extent that their specialized knowledge and presence is necessary for full and proper discussions between the Parties.

**Rule 7.** Each party is responsible for keeping its own record of the negotiations.

**Rule 8.** Questions of negotiability and any impasse issues will be handled in accordance with the provisions of 5 C.F.R. Chapter XIV.

**Rule 9.** Any agreements reached through mid-term negotiations will be reduced to writing and signed by the Parties. Any agreement reached through this process will be subject to Agency Head review.

e. All time limits in this article may be extended by mutual consent, and the Parties may agree in writing on a case-by-case basis to shorten the procedure.

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement on this Day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Edmund C. Moy, Director  
United States Mint

\_\_\_\_\_  
Richard Sailas, Mint Council President  
AFGE

\_\_\_\_\_  
Frank Casillo, President  
AFGE, Local 1023

\_\_\_\_\_  
B. B. Craig, Associate Director, SAM  
United States Mint

\_\_\_\_\_  
Francine Moore, MCAP Manager  
United States Mint

\_\_\_\_\_  
Mary Ann Hernandez, President  
AFGE, Local 695

\_\_\_\_\_  
Thomas Dinardi, Deputy Plant Manager  
United States Mint

\_\_\_\_\_  
Mohamed Elmesewdy, President  
AFGE, Local 51

\_\_\_\_\_  
Ronald K. Shorts, President  
AFGE, Local 3653

\_\_\_\_\_  
Ernesto Gonzalez, President  
AFGE, Local 3740

\_\_\_\_\_  
Daniel Goldstein, ER/LR Specialist  
United States Mint

\_\_\_\_\_  
William Beckham, ER/LR Manager  
United States Mint

\_\_\_\_\_  
Trent Keltner, President  
AFGE, Local 608

# Glossary<sup>1</sup>

## **Absence Without Leave (AWOL)**

Unexcused absence from assigned location of work; (e.g., absence without prior approved leave or administrative excusal).

## **Administrative Investigation**

A non-criminal Mint investigation into allegations of serious employee impropriety or employment-related events, incidents, or issues.

## **Administrative Leave**

Administrative leave is an excused absence from duty, administratively authorized, without loss of pay and without charge to leave.

## **Adverse Action**

Removal from federal service, suspension for more than 14 calendar days, furlough without pay for up to 30 calendar days, or reduction in grade or pay.

## **Affirmative Employment Action Plan**

A plan that contains positive steps designed to eliminate discrimination, to remedy lingering effects of past discrimination, and to create systems and procedures to prevent future discrimination; commonly based on population percentages of minority groups in a particular area.

## **AFL-CIO**

American Federation of Labor and Congress of Industrial Organizations.

## **Alternate Work Schedule (AWS)**

Work schedules other than the traditional eight-hour tour of duty.

## **American Federation of Government Employees (AFGE)**

The exclusive representative of all employees in the Unit, as defined by the Federal Labor Relations Authority (Case No. 3-AC-70001, February 29, 1988).

## **Annual leave**

Paid leave used by employees for any purpose, including vacations, rest and relaxation, and personal business or emergencies.

## **Appeal**

A request for a review of an adverse Agency action.

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<sup>1</sup> This Glossary is for informational purposes only.

**Arbitration**

A dispute resolution technique in which the parties agree to be bound by the decision of an independent third party mutually selected to rule on the matter in dispute.

**Arbitrator**

An impartial third party mutually selected by the parties to hear and resolve a specified dispute.

**Break/Relief Period**

A paid rest period provided to employees.

**Bumping**

The displacement of one employee by another during a reduction in force.

**Career-conditional employee**

A permanent employee who has not attained three years of continuous federal service

**Career Employee**

A permanent employee who has attained tenure after three years of continuous federal service.

**Career-ladder position**

A position that offers an employee the opportunity for promotion.

**Chief Shop Steward**

Shop steward that oversees other stewards.

**Code of Federal Regulations**

The federal regulations established under the United States Code.

**Compensatory time**

Time credited to an employee in lieu of paid compensation.

**Competitive Action/Competitive Service**

Positions in the federal service that are filled through open competition.

**Competitive Area**

A designated portion of an organization from which employees compete for positions during a reduction in force (RIF).

**Compressed work schedule**

A work schedule in which employees work 80 hours in a bi-weekly pay period in fewer than 10 days.

**Court Leave**

Paid leave for a period of jury duty or time required in court as a witness.

**Detail**

The temporary assignment of an employee to a different position for a specified period of time with the employee returning to his or her regular duties at the end of the detail.

**Disciplinary Action**

A corrective action taken in response to misconduct.

**Displaced Employee**

Employees who are separated, or changed to a lower grade as a result of RIF or whose positions are affected by a transfer of function.

**Douglas Factors**

Guidelines used to determine the appropriate corrective disciplinary measure to be used for an act of employee misconduct.

**Environmental Differential Pay (EDP)**

Additional pay for exposure to various degrees of hazards, physical hardships and working conditions of an unusual nature as set out in 5 C.F.R. Part 532 Subpart E, Appendix A.

**Equal Employment Opportunity (EEO)**

A process that ensures fair and equitable treatment for all employees.

**Equal Employment Opportunity Counselors (EEOCs)**

Trained collateral-duty counselors with knowledge of the EEO process, who assist employees with the EEO process.

**Employee Relations/Labor Management Relations (ER/LMR)**

Human Resource function that advises management and employees on employee and labor issues.

**Excused Absence**

Approved absences with no charge to leave or effect on employee's pay.

**FLSA**

Fair Labor Standards Act

**Federal Employees' Compensation Act (FECA)**

An act that provides compensation benefits to federal employees for work-related injuries or illnesses, and to their surviving dependents if a work-related injury or illness results in the employee's death.

**Federal Wage System (FWS), Prevailing Rate System (WL, WG)**

The basic classification and compensation system for trades and labor occupations in the federal government.

**Furlough**

Involuntary placement of an employee in a non-paid, non-duty status for non disciplinary reasons for fewer than 30 days.

**General Schedule (GS)**

The basic classification and compensation system for white collar occupations in the federal government.

**Interest-Based Bargaining (IBB)**

Interest-Based Bargaining is a non-traditional process for negotiating agreements that focuses on interests and on developing alternatives, rather than on taking positions.

**Individual Development Plan (IDP)**

Approved individual training plan developed jointly by the employee and supervisor.

**Job-related training**

Training that is determined by the Mint to be necessary or beneficial and directly related to the performance of official duties of the employee's current position, including those collateral duties that are officially approved.

**Leave Without Pay (LWOP)**

Approved absence from duty without pay, generally at the employee's request.

**Local Parties**

Collectively, local management and the Local Union.

**Local Collaboration Councils (LCCs)**

Groups responsible for resolving local matters at the local level.

**Master Agreement**

National collective bargaining agreement.

**Merit Systems Protection Board (MSPB)**

An agency established to protect Federal Merit Systems against partisan, political and other prohibited personnel practices, including the unreasonable imposition of penalties for misconduct.

**Mint Council**

The National entity for the Union representing Unit employees covering all issues that impact more than one location concerning working conditions/conditions of employment.

**National Parties**

The Director of the Mint or his or her designee, and the AFGE Mint Council President.

**National Collaboration Council (NCC)**

The group that initiates, establishes and, when needed, clarifies national policies and procedures that will be followed by all Parties.

**Notice of Counseling (Warning)**

A written or verbal counseling issued to an employee.

**Notice of Requirement**

Leave restriction notification.

**Official Personnel Folder (OPF)**

Master record and central depository of personnel actions that occur during an individual's employment in the federal service.

**Overtime**

Authorized time spent in excess of eight hours a day or 40 hours a week.

With respect to Flextime work schedules, all hours in excess of eight hours in a day or 40 hours in a week that are pre-approved.

With respect to compressed work schedules, any hours in excess of those specific work hours that are pre-approved.

**Part-time employee**

Employees with work schedules of fewer than 80 hours per pay period.

**Progressive discipline**

The application of progressively stiffer penalties to successive acts of misconduct in an effort to correct undesirable behavior.

**Public Transportation Incentive (PTI)**

An incentive to promote public transportation by subsidizing the cost to the employee.

**Reassignment**

The movement of an employee from one position to another position of equal pay and grade within the same agency.

**Reclassification**

A change in the position's description that may affect the pay plan, title, grade level and/or series.

**Reduction in Force (RIF)**

The personnel action or coordinated series of actions that releases one or more employees from their competitive levels and can result in bumping, reassignment and termination of employment.

**Reemployment**

The return of an employee to an agency after being reassigned or appointed to a different organization for a period of time.

**Reemployment Priority List (RPL)**

A list that contains the names of career or career-conditional employees who are separated by reduction in force, and who are otherwise eligible, and will be given priority consideration in the filling of vacancies before such vacancies are filled by appointment or transfer of other eligible's, except as otherwise required by law or regulation.

**Rehabilitation Act**

An act that prohibits discrimination on the basis of disability in programs conducted by federal agencies, in programs receiving federal financial assistance, in federal employment, and in the employment practices of federal contractors.

**Reorganization**

The planned elimination, addition, or redistribution of functions or duties in an organization.

**Senior Management Official**

Associate Director, Plant Manager, Officer in Charge, or their representative.

**Separation**

An action under which an employee leaves federal service.

**Shop Steward**

A designated Union member appointed to represent unit members.

**Talk First**

The concept of resolving work-related disputes at the lowest levels by encouraging communication of issues between supervisors and employees.

**Temporary Promotion**

An action taken when an employee is assigned to a higher-graded position for a temporary period of time.

**Threshold Position**

An entry-level position outside the bargaining unit for which members of the bargaining unit may apply through agency merit promotion procedures.

**Tour of Duty**

The period during a day in which an employee is required to be at work.

**Treasury Rate (TR)**

Treasury Rate refers to the pay rate of the United States Mint Police.

**Union Observer**

A Unit employee appointed by the Union as an observer and not a participant.

**Unit**

Bargaining unit.

**Unscheduled Leave**

Leave requested when an employee could not have known beforehand of his or her need to be absent.

**Workload Permitting**

Refers, in part, to the Agency's right to assign work to accomplish the work of the Mint.

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