

**Collective Bargaining
Agreement between the
First Federal Lodge of the
United States of America
and the United States Mint
Police Labor Committee
and the
United States Mint**

2018

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ARTICLE 1

PARTIES TO THE AGREEMENT

***Section 1* General**

This Agreement is made between the Fraternal Order of Police, First Federal Lodge of the United States of America and the United States Mint Police Labor Committee (hereinafter the “Union” or “FOP”) and the United States Mint (hereinafter the “Mint” or “Employer” or “Agency”), Philadelphia, PA. The Employer and the Union are collectively referred to as the “Parties”.

***Section 2* Exclusive Recognition**

The United States Mint recognizes the FOP as the exclusive bargaining representative of all police officers, employed by the United States Mint Police, Philadelphia, excluding all management officials, supervisors, professional employees and employees described in 5 U.S.C. § 7112(b) (2), (3), (4), (6), and (7).

The Union recognizes its responsibility as the exclusive representative to represent the interests of all bargaining unit employees without discrimination and without regard to Union membership status.

If the bargaining unit described in this section is amended to include other employees, those employees will be covered by this Agreement.

***Section 3* Employees**

As used in this Agreement, the term “employee(s)” refers to all police officers.

***Section 4* Employer**

For purposes of this Agreement, the term “Employer” is identified as any element of the Agency who exercises direct or indirect supervision over members of the bargaining unit.

Section 5

Gender

Where language in the Agreement is used to denote an employee, supervisor, or other individual and is expressed in terms of one gender, the language will be construed to include the other, as appropriate.

ARTICLE 2

EMPLOYER RIGHTS

Section 1

Statutory Rights

- a. In accordance with the provisions contained in 5 U.S.C. § 7106, Management Rights:
- b. Subject to Section 2 of this Article, nothing in this section shall affect the authority of any management official of the Agency-
 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-
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during times of emergencies.

Section 2 **Exceptions**

- a. Nothing in this section shall preclude the agency and the FOP 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 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.

ARTICLE 3

PROVISIONS OF LAW AND REGULATION AND EFFECT OF THE AGREEMENT

Section 1 **Administration of the Agreement**

It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer and its officials and the Union and the bargaining unit are governed by the provisions of the Federal Service Labor-Management Relations Statute and other existing and future laws.

Section 2 **Past Practice Preserved/ Other Matters**

All other matters addressed by this Agreement, except as noted in Section 3, shall be governed by past practice and published Employer policies and regulations in existence at the time the Agreement was approved and by subsequently published agency policies and regulations required by law.

Section 3

Precedence of Laws and Regulations

In the administration of all matters covered by this Agreement, all management officials, the FOP and employees are governed by existing and future laws, rules or regulations in effect upon the implementation date of this Agreement. However, in any conflict between the terms of this Agreement and any of the Agency's rules or Directives, issued during the life of this Agreement, the terms of the Agreement will govern, except to those regulations in which a compelling need exists.

Should any part of this Agreement, or any provision(s) contained herein, be rendered or declared non-negotiable or otherwise invalid, then invalidation of such provision(s) of this Agreement shall not invalidate those unaffected portion(s) or provision(s) contained in this Agreement and they shall remain in full force and effect.

Unless otherwise provided for under applicable statute or regulation, the word "days" refers to calendar days.

Section 4

Future Bargaining

The Parties agree that this Agreement will not foreclose future bargaining, if appropriate, over specific actions by the Employer.

Section 5

Past Practice

The Parties agree to continue, unless changed through this Agreement, any common employee benefits, practices and undertakings mutually acknowledged by the Parties and not specifically inconsistent with this Agreement. Nothing contained in this Section diminishes the right of the United States Mint to exercise its rights set out in the Employer Rights Article. Further, nothing in this Section precludes the Union from bargaining over specific changes proposed by the Mint

ARTICLE 4

UNION REPRESENTATION

***Section 1* Union Representatives**

The Employer recognizes the following positions as representatives of the FOP;

1. All Lodge Executive Board Positions
2. All National Lodge Representatives
3. Vice President/Chief Shop Steward
4. One (1) Shift Representative/Shop Steward per shift and alternates who act in the absence of a Steward

***Section 2* List of Union Representatives**

The FOP will maintain on a current basis, and provide to the labor-management relations office, a written list of all individuals who are officers or representatives of the FOP and authorized to act on behalf of the Union.

***Section 3* Authorized Representatives**

The Union representatives specified in this Article are the only individuals authorized to represent the FOP in dealing with United States Mint officials.

***Section 4* Committees**

The Union is entitled to have a representative member on all committees, councils and task forces in the United States Mint and which have as their principle purposes, the consideration of matters affecting personnel policies or general conditions of employment of the police division.

Section 5**Non-Employee Union Offices
Representatives**

The United States Mint agrees that officers of the Union, National and Local Officials of the FOP and other duly designated representatives of the Union who are not duty status employees of the United States Mint, will be admitted to the United States Mint upon advance request for the purpose of meeting with representatives of the United States Mint at a mutually agreed upon time during working hours. The United States Mint's security and other pertinent regulations will govern such visits.

Section 6**Reassignment of Stewards**

The United States Mint agrees that when it is necessary to reassign a Union representative/Shop Steward from one shift to another for a period of more than two weeks, the Union will be notified in writing as to the reason for the change, normally two weeks in advance, so that the Union will have the opportunity to designate an alternate steward for that shift. In emergency situations, the United States Mint will notify the Union as soon as possible. Except in cases requiring immediate action, the United States Mint agrees to consult with the Union and meet its obligations under 5 U.S.C. § 7101, et seq., prior to permanently transferring officers and stewards from one shift or another.

Section 7**Union Representative Names**

Upon notice by the Union, the Employer will post the names of the Union representatives in the Employer's squad rooms. The Union will be responsible for advising the Employer of any changes in the listing.

ARTICLE 5

UNION RIGHTS

***Section 1* United States Mint Rules, Regulations and Directives**

The United States Mint will provide the Union with one (1) copy of all directives (including updates), future special announcements and directives from higher authority to which the United States Mint is subject, which relate to personnel policies, practices, or conditions of employment. The United States Mint further agrees to provide the Union with one (1) copy of the United States Mint Police general orders, including updates and revisions.

***Section 2* New Employees**

- a. All new officers within the bargaining unit will be informed that the FOP is the exclusive representative of the employees within the bargaining unit. The United States Mint agrees to provide the FOP with the names, grades and dates of entry of new officers in the bargaining unit as well as transfers, promotions, resignations and retirements of bargaining unit officers.
- b. Representatives of the FOP have the right to participate, workload permitting, as speakers in orientation sessions for new bargaining unit officers. If the employee(s) will not be included in a group orientation, the FOP will be afforded sixty (60) minutes to speak with the employee(s) during the employee(s) training period.

***Section 3* Formal Discussions**

- a. In accordance with 5 U.S.C § 7114(a)(2)(A) and (B), the Union will be given the opportunity to be represented at:
 1. any formal discussion between one (1) or more representatives of the United States Mint and one (1) or more bargaining unit officers concerning any grievance or any personnel policy or practices or other general conditions of employment; or

2. any examination of an officer in the unit by a representative of the United States Mint in connection with an investigation if:
 - (i) the officer reasonably believes that the examination may result in disciplinary against the officer, and
 - (ii) the officer requests the representation.
3. the United States Mint will notify the FOP's Representative of any meetings at which the Union is entitled to be represented at the same time as it notifies the attendees.

***Section 4* Discrete Personnel Actions**

A discrete personnel action means the issuance of a verbal counseling, written counseling, letter of requirement, letter of reprimand, disciplinary/adverse action, which does require the bargaining unit officer to answer questions in connection with an agency investigation.

At any discrete personnel action, an employee is entitled to have a representative present if the officer requests.

ARTICLE 6

FACILITIES, EQUIPMENT AND SERVICES

***Section 1* Union Office and Equipment**

The United States Mint agrees to make available the room designated as Room #B07B to the FOP Representatives for the purpose of conducting representation activities. The United States Mint will provide the FOP with the following equipment:

1. Current United States Mint operating systems,
2. A facsimile machine capable of using plain paper and a dedicated telephone line,
3. Internet access,

4. One (1) telephone with incoming/outgoing line,
5. Voicemail and conference call capability,
6. Telephone directories,
7. One (1) standard or lockable filing cabinet,
8. One (1) desk, with three (3) chairs,
9. A photocopier, and
10. Reasonable office supplies.

Section 2 **Conference Space**

The Employer will, upon the written request of the Union, make available internal space for conferences, meetings, and other approved Union functions related to bargaining unit employees at no cost to the Union. It is agreed and understood that functions relating to internal Union business will take place during non-work hours. Normally, the request for space will be made at least five (5) workdays prior to the date desired. Subject to supervisory approval, on-duty employees may be allowed to attend Union meetings, provided they are available for immediate recall.

Section 3 **Bulletin Boards**

The Employer will provide secured bulletin boards for the posting of Union material. The bulletin boards currently maintained will remain the same.

The Union agrees that material posted on its bulletin board will not be libelous.

Any dispute concerning the content or any posting, which is alleged to be libelous, will be brought to the attention of the FOP Representative to Mint Police. The Union agrees to remove the material until the dispute is resolved. The Parties agree that where the dispute cannot be resolved they will submit the matter to arbitration as provided in this Agreement.

Section 4 **Break Rooms**

The United States Mint will provide adequate break rooms in all buildings where bargaining unit employees work, which will be cleaned on a regular basis. A break room for officers will provide space for a refrigerator per shift, two (2) microwave ovens, a sink, and furniture. The break room will be maintained by the United States Mint and will be reasonably free from dirt and debris. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust or debris, the United States Mint will take reasonable steps to minimize the impact of construction or renovation activities.

Section 5 **Telephones**

Bargaining unit officers will be given reasonable access to agency telephones in accordance with applicable Federal regulations.

Section 6 **Parking Spaces**

Within sixty (60) days of implementation of this Agreement, the Parties will meet to discuss parking for the FOP members.

Section 7 **Distribution of Union Material**

The United States Mint agrees to provide the FOP a mail slot. The Union has the right to use the United States Mint's mail distribution system to transmit documents to management. The Union or any of its representatives may distribute material to officers in non-work areas during non-work time.

Section 8 **Design/Construction Changes**

In the design or construction of any new command center, locker rooms, and/or showers, police management will keep police officers, including the Union, informed about the project throughout the process. The Union will be allowed to make suggestions and comments about any such proposed design or construction changes.

Section 9 **Copies of the Agreement**

The Employer will reproduce this Agreement and will bear all related costs. The Employer will provide fifty (50) copies of this Agreement to the Union for its use and copies to all bargaining unit members.

ARTICLE 7

LOCKER ROOMS/SHOWERS

Section 1 **Locker Rooms**

As described in Directive MD 10D-50, the Employer will provide employees with locker rooms for both male and female officers. Lockers will be capable of being locked and large enough to hold appropriate issued equipment, uniforms and reasonable personal items. Bargaining unit employee's locker(s) will only be searched in accordance with law/Mint regulations. Search of an officer's locker(s) will be conducted in the presence of the officer assigned the locker and/or a Union representative if the employee is not available; except where exigent or compelling circumstances dictate otherwise.

Section 2 **Seizure of Property**

In any instance where a bargaining unit employee's property or contents of the locker is seized by the Employer, the bargaining unit officer will be given a written receipt of the property seized. When the officer is present at the time of seizure, the receipt will be issued and provided to the officer immediately. When the seizure occurs and the officer is absent, the receipt will be issued and provided to the officer as soon as possible.

Section 3 **Cleanliness of Locker Rooms**

The Employer will make a reasonable effort to provide adequate locker rooms that are free from dirt and debris. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust, or debris, the Employer will, to the extent space is available, temporarily relocate the facility. In those instances

where space is not available, the Employer will take reasonable steps to minimize the impact of construction or renovation activities.

Section 4 **Separate Lockers**

Bargaining unit employee's lockers will be maintained separately from those of supervisors and managers.

ARTICLE 8

OFFICIAL TIME

Section 1 **Definition**

Official time is defined as duty time granted to a bargaining unit employee by the Agency for one of the purposes permitted in Section 2 of this Agreement, without charge to leave or loss of pay when the employee would be in a duty status.

Section 2 **Representational Functions**

Official time may be used for the following activities:

a. *Mid-Term Negotiations*

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

b. *Term Negotiations*

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

c. *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.

d. *General Labor-Management Relations*

Time used for activities not included in the above three (3) 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).

Section 3 Official Time

The Agency will provide official time for the Union as needed. However, premium pay shall not be provided for activities under this Article. This time is provided for the representational activities and/or training of Union representatives to conduct representational activities. Official time may not be used for internal Union activities.

Section 4 Accounting for Official Time

The use of official time for representational activity will be timely recorded on Mint Form 8002.

Section 5 Requests for Official Time

The President of the FOP will be provided a reasonable amount of official time, subject to supervisory approval, for the duration of this Agreement. Any other officer recognized as a Union representative who wishes to perform representational activities will notify his/her supervisor as far in advance as possible.

The officer/representative will indicate who will be contacted, what the nature of the contact is, and how much time away from the post is anticipated. If operational requirements do not preclude the representative from being relieved, the supervisor of the representative will contact the supervisor of the officer to be contacted and inquire if that officer is available to be relieved.

If that officer can be relieved from post, the representative will be relieved from post. The steward will report to his/her supervisor when he/she returns to his/her assigned duties. A representative who wishes to perform representational activities via telephone will notify the supervisor that he/she needs to be relieved for such purpose. If the

representative is relieved from post, he/she will report back to the supervisor when he/she returns and furnish documentation of the time used. Representational activities, either in person or by telephone, will not be performed while on post.

Section 6 **Expeditious Use of Official Time**

The Union recognizes the unique nature of the Police mission in the United States Mint and its responsibility to ensure that its representatives do not abuse their use of official time by unduly absenting themselves from their assigned duties and that such representatives will make every effort to perform representational functions in a timely and expeditious manner. The Parties will cooperate in any inquiry into the abuse of official time.

Section 7 **Training of Union Representatives**

During the first year of this Agreement, Union Representatives and the four (4) primary stewards will be entitled up to eighty (80) hours of official time, if approved by management, to attend training sessions sponsored by the FOP or other bona-fide organizations, when the purpose of such training is to provide information, briefing, or orientation relating to matters within the scope of the Statute and rules and regulations issued thereunder, involving the implementation of this Agreement and/or personnel policies, practices and/or working conditions.

Up to eight (8) hours will be authorized during subsequent contract years, except that up to forty (40) hours will be authorized for the President during the second contract year. The approval and scheduling of this official time is subject to the operational requirements of the Mint.

Section 8 **Appeal of Denial of Official Time**

If a request for official time is disapproved in whole or in part, the Union may seek review of the determination by a higher level official in the chain-of-command of the department, and/or may designate another officer to represent the Union in the matter involved.

Section 9 **Disputes Over Official Time**

Any dispute over the use of official time may be resolved through the negotiated grievance procedure or the FLRA but not both.

ARTICLE 9

DUES WITHOLDING

***Section 1* Authorization**

Pursuant to 5 U.S.C § 7115, deductions for the payment of Union dues will be made from the pay of members in the unit who voluntarily request such dues deductions.

***Section 2* Collection of Dues/Transmittal of Forms**

For the collection of union dues allotment, the Union will use form SF-1187, Request for Payroll Deductions for Labor Organizations. The Union will also be responsible for the proper completion and certification of the forms and for transmitting them to the Human Resource Division-Personnel/Payroll Systems Section (HRD).

***Section 3* Forms**

A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of the SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to HRD. The form must be received in the payroll office at least five (5) days prior to the beginning of the pay period in which the deduction is to begin.

***Section 4* Notification of Suspension or Expulsion of a Union Member**

The Union agrees to give prompt, written notification to the appropriate payroll office in the event an employee having dues deducted is suspended or expelled from membership in the Union so that the employee allotment can be terminated.

Section 5 **Employee Revocation of Dues**

An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to HRD, provided the employee has been dues withholding for one (1) year. Upon receipt of the revocation form that has been properly completed and signed by an employee, the payroll office will discontinue the withholding of dues from the employee's pay effective the first full pay period after the employee's anniversary date. There will be only one (1) revocation period each year. The revocation period for each employee will be during the ten (10) day period immediately preceding, to include the anniversary date of the effective date of the employee's dues withholding election. The payroll office will notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

Section 6 **Amount of Regular Dues**

The amount of dues to be withheld under this Agreement will be the regular dues of the member as specified on the members SF-1187, or as certified by the Union if the amount of the regular dues has been changed as provided in Section 7 of this Article. A deduction of regular dues will be made every pay period from the pay of an employee who has requested such allotment of dues. It is agreed that no deduction for dues will be made in any pay period for which the employee's net earnings after deductions are insufficient to cover the full amount of dues.

Section 7 **Change of Dues Amount by Union**

If the amount of regular dues is changed by the Union, the Union will notify the Agency, in writing and will certify to the Employer the new amount of regular dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes will not be made more frequently than once in a twelve (12) month period.

***Section 8* Issuance of Dues Allotment Check**

The issuance of a check for the total amount of dues deducted each pay period will be authorized by the appropriate payroll-processing center. Funds will be deposited via electronic funds transfer payable to the Fraternal Order of Police, First Federal Lodge of the United States of America, United States Mint Police Labor Committee not later than ten (10) working days after the close of each pay period. With each transfer, the Employer will provide the Union with a list showing the names of each employee, the amount deducted for dues for each employee and the amount remitted by the accompanying electronic fund transfer. The Union will notify the appropriate payroll processing center of any change in its bank or depositing information.

***Section 9* Automatic Termination of Deduction**

All deductions of dues provided for in this Agreement will be automatically terminated upon separation of an employee from the bargaining unit. The Employer will be responsible for notifying the appropriate servicing payroll processing center when one of these actions occurs.

***Section 10* Special Assessment**

Dues deductions for the payment of special assessments under the terms and conditions contained in this Agreement are also authorized. A separate SF-1187 must be submitted to authorize such deductions.

***Section 11* Errors**

In the event dues are discontinued erroneously, the Agency will automatically reinstate the previously submitted SF-1187 on the dropped employee's behalf. The Agency will be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination. In the event that an employee's dues are continued erroneously due to the action or inaction of the Agency, the Agency will be responsible for reimbursing the employee, consistent with this Article. Normally, the agencies liability for error will not exceed two (2) pay periods.

Section 12 **Erroneous Payments to the Union**

If the Agency makes an erroneous payment to the Union or employee, the Agency will correct the erroneous payment by billing the Union or employee directly within thirty (30) days from the payment date. After the Agency bills the Union or employee to correct an erroneous payment, the Union or employee will verify that the billing is correct and repay the erroneous payment to the Agency within thirty (30) days of being notified of the error. Nothing in this Section precludes the Union or employee from requesting a waiver of overpayment in accordance with any rule or regulation of the payroll processing center. Upon such request, any repayment will be held in abeyance pending a final decision.

Section 13 **Employee Responsibility**

Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Statement of Earnings and Leave. Employees will, through appropriate channels, notify the payroll processing center promptly of any errors. Failure or delay by an employee to promptly initiate and actively pursue any such errors may void any claim for waiver of overpayment and may release the Agency and the Union from any obligation to reimburse the employee for dues withheld.

Section 14 **Additional Voluntary Allotment Deductions**

In addition to the regular FOP Union dues deduction authorized under Title 5 and the Agreement, the Employer shall permit employees to voluntarily designate additional allotments from their pay, provided said allotments are for lawful purpose as permitted by 5CFR 550.311(b).

ARTICLE 10

ADDITIONAL DUES ALLOTMENT

***Section 1* Additional Allotments Authorized**

In addition to the regular deductions for Union dues provided for by this Agreement, the United States Mint will permit employees to voluntarily designate an additional allotment to the Union from their pay. The parties recognize that the number of allotments may change. As a result, the parties will refer this matter to the Joint Labor-Management Relations Committee for further discussion.

***Section 2* Employee Request**

An employee electing to have a voluntary deduction will complete a voluntary deduction election form. On this form, the employee would designate the FOP and the amount he/she elects to have regularly deducted from his/her pay and forwarded to the FOP. The employee would then forward this form to the FOP.

***Section 3* Union Responsibility**

The Union will review the form and forward it to the HRD for processing at the appropriate payroll processing center.

***Section 4* Election/Cancellation**

Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing and cancelling a voluntary deduction.

***Section 5* Order of Precedence**

In order of precedence, voluntary deductions for the Union will be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.

ARTICLE 11

LABOR COMMITTEE CHAIRMAN/CHIEF OF POLICE

***Section 1* Meeting**

The Chief of Police (Philadelphia Mint) will meet with the FOP President or designated representative at least monthly, and more often if agreeable, to discuss matters involving conditions of employment or other matters of interest to the parties. If the Chief of Police is unavailable, the meeting will be rescheduled to a mutually agreeable time when the Chief is available. The meeting will be on official time.

ARTICLE 12

NAMES OF EMPLOYEES AND COMMUNICATION

***Section 1* Furnishing of Names**

Within thirty (30) days of the Union's request, the Agency shall furnish to the Union, the name, title, and grade of each employee covered by this Agreement. The Agency shall comply with up to two (2) such requests within any twelve (12) month period.

***Section 2* Distribution of Union Information**

The Agency agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employees of the Union's Executive Board, representatives, and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee.

ARTICLE 13

EMPLOYEE'S RIGHTS

***Section 1* Statutory Rights**

Each bargaining unit employee has the right to join, or assist the Union, or refrain from such activity, freely and without fear of penalty or reprisal, and each officer will be protected in the exercise of this right. Except as otherwise provided in 5 U.S.C. Ch. 71, such right includes the right:

- a. To act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the Secretary of the Treasury, the Director of the United States Mint, the National Chief of the United States Mint Police, the Congress, or other appropriate authorities; and
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by the officers.

***Section 2* Personal Rights**

All bargaining unit employees will be treated fairly and equitably in all aspects of personnel management, without regard to race, color, religion, national origin, sex (gender), age, sexual orientation, physical or mental disability, parental status, or genetic information and with proper regard of their privacy and constitutional rights.

- a. The Parties agree that in the interest of maintaining a congenial work environment, both supervisors and employees will deal with each other in a professional manner.
- b. The United States Mint agrees to annually inform employees of their rights under 5 U.S.C § 7114(a)(2)(B).
- c. The United States Mint will make a reasonable effort to conduct discussions between supervisors and officers, other than run-of-the-mill work conversations, in private.
- d. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent possible.

- e. As described in Mint Directive MD 10D-50, the United States Mint will take appropriate measures, within the capabilities of its available resources, to provide officers with the means to secure their personal belongings. Officers will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the workplace.
- f. An officer's decision to resign or retire will be made freely and in accordance with prevailing regulations.
- g. If an officer is facing removal or termination, the officer may resign, freely and in accordance with prevailing regulations, any time prior to the effective date of the notice.
- h. An officer may withdraw his/her resignation prior to the effective date, as long as the position is uncommitted or unencumbered.
- i. The United States Mint's Office of Human Resources will provide retirement planning information to officers who are within five (5) years of retirement eligibility. Such information may include, but is not limited to retirement materials, health information, life and medical insurance counseling, elder care assistance, and legal services counseling.

Section 3 **Right to Meet with Union Representative**

To the extent operational requirements permit, the officer will be released from duties to contact and/or meet with the Union representative when he/she requests to exercise this right. If an officer wishes to discuss a problem or potential grievance with a Union representative, the officer will have the right to contact and meet with the Union representative on duty time, subject to supervisory approval. The officer will be required to state the general nature of the problem or grievance and the length of time that he/she is requesting. However, an officer may be requested to delay the meeting when operational requirements require that the officer remain on his/her post. Such a request will not be unreasonably denied.

Section 4 **Salary Payment**

The United States Mint will make a reasonable effort to ensure that officers receive their salary payment on the established payday. Officers are responsible for reviewing their earnings and leave statements and notifying their supervisors of any unexplained changes.

- a. When an officer's salary is not received on the established payday, the officer should notify HRD immediately. HRD will take steps necessary to expedite a second payment if appropriate. Normally, electronic payment can be accomplished within the same pay period.
- b. Upon notification by the affected officer of an error in premium pay, holiday pay, and/or overtime, the timekeeper, after verification and certification, will submit a corrected time sheet in the next transmission period after discovery of the error, so that the retroactive monies can be in the paycheck for that pay period.
- c. Retroactive pay adjustments for two (2) or more pay periods for any reason will be completed and processed as soon as possible, normally within thirty (30) days.

Section 5 **Voluntary Activities**

The Parties agree that officer participation in the Combined Federal Campaign, Blood Donor Drives, and other worthy projects will be on a voluntary basis. The United States Mint will not require or coerce bargaining unit employees to invest their money, donate to charity, or participate in these activities. This does not preclude giving general publicity and encouragement to officers to contribute. Participation will not advantage or disadvantage officers.

Section 6 **Disclosures**

The United States Mint will not disclose an officer's age, race, sex (gender), religion, national origin, physical or mental disability, parental status, sexual orientation, genetic information, or dues-paying membership in the Union except as required by law and/or directives of competent authority to which the United States Mint is subject.

Section 7

Right to Meet with Other United States Mint Contacts

Officers have the right, during working hours, without charge to their time, to contact the following officials or offices:

- a. Appropriate Union officials, except for internal union business;
- b. Personnel;
- c. Equal Employment Opportunity Counselors or Offices;
- d. A supervisor or management official of higher rank than the officer's immediate supervisor, utilizing the chain of command;
- e. Heath Services Office.

Section 8

Nature of Contact

The officer will be required to state the general nature of the contact and the length of time that he/she is requesting. To the extent operational requirements permit, the officer will be released from duties to exercise this right. Officers have the responsibility to exercise their right judiciously and expeditiously. However, an officer may be requested to delay this contact when operational requirements require that the officer remain on his/her post. Such a request will not be unreasonably denied.

Section 9

Personal Life

As described in Mint Directive MD 10D-27, the United States Mint recognizes an officer's right of privacy with regard to conduct off duty and off United States Mint premises as long as there is not a nexus between that conduct and the officer's continued suitability as a police officer.

ARTICLE 14

EMPLOYEE'S RECORDS

***Section 1* Coverage**

This Article applies to the Official Personnel Folder (OPF) and all worksite electronic and written personnel files.

***Section 2* Official Personnel Folders**

The United States Mint will maintain only one (1) OPF for each officer in the bargaining unit. The contents of the OPF will be secured, maintained and released in accordance with government-wide policies and regulations and as prescribed by established United States Mint policy and this Agreement. The OPFs will contain only those records permitted by the Office of Personnel Management and personnel forms prescribed for use by the Mint. Employees will have the right to update their OPFs with relevant information regarding experience, education, training, etc., which might enhance their careers in accordance with government-wide regulations.

***Section 3* Inspection and Copying of the Official Personnel Folder**

Each officer and/or designated representative who has been authorized in writing by the officer, and when not contrary to law to which the United States Mint is subject, has the right, upon request, to review or photocopy his/her OPF. The review or photocopying of the OPF will take place only in the presence of an official having custody of the OPF.

***Section 4* Records Retention**

Other agency records and documents maintained under personal identifiers shall be supplied, upon request, in a manner consistent with applicable laws. Employees shall have the opportunity to prepare, and present, an amendment concerning any material maintained in the electronic OPF (eOPF) in accordance with 5 CFR § 297.301. Supervisors may retain supervisory notes, commonly referred to as "memory joggers", in handwritten or electronic form. These notes are considered to be mere extensions of the supervisor's memory and are

not subject to the record keeping requirements of the Privacy Act. The personal notes shall be retained or discarded as the supervisor who wrote them sees fit. If a supervisor makes a personal decision to keep notes on employees, the notes will be maintained in a secure fashion. Once the notes are included in the Agency's records that bear negatively upon a worker's employment status or situation, these notes are no longer mere extensions of the supervisor's memory and may become subject to the Privacy Act and under the provisions of this Article and Agreement. These notes shall not be used to retain information that should be properly contained in a system of records.

Section 5 **Medical Information**

As described in Mint Directive MD 10D-15, medical information about an officer may be disclosed or released to that officer. An officer will make an appointment with the Health Service Office (HSO) so that he/she and a medical technician from the HSO can review pertinent records. A representative designated by the officer may also make such a request. Each such request by a representative must contain an original signature by the officer specifying who the representative is, what period of time this designation is to be considered, and the specific issue related to the records being requested. The officer and/or representative must sign a records release form "Consent for the Release of Patient Information".

ARTICLE 15

POSITION DESCRIPTIONS

Section 1 **Providing Position Descriptions**

Each employee covered by this Agreement will be provided a position description which reflects the duties and responsibilities assigned to his/her position. Subject to management's right to assign work, when it becomes necessary to assign duties and/or responsibilities of a recurring nature and when a substantive change to a position description is made, the United States Mint will notify the Union. When the position description is rewritten, a copy will be provided to the employee.

Section 2

Employee Review of Position Descriptions

If an employee believes his/her position description is not accurate, he/she may request a review by the appropriate supervisor or designee. If the review by the supervisor does not resolve the employee's concern, the employee may grieve the issue.

Section 3

Revision of Position Descriptions

If the United States Mint in its discretion chooses to involve the Union in a consultative and collaborative process of revising a bargaining unit position description, the Union waives any impact and implementation bargaining rights it may have or any grievability issues that could be raised by it or by the employee. However, if the United States Mint, in the exercise of its retained management right to assign work, chooses not to involve the Union, the Union reserves whatever rights it may have with respect to impact and implementation bargaining and/or grievability issues.

ARTICLE 16

AFFIRMATIVE ACTION

Section 1

Affirmative Action Program

The United States Mint agrees that normally within ninety (90) days prior to implementation of a multi-year affirmative action plan, it will meet, discuss, and bargain as required by law with respect to aspects of the plan which affect personnel policies, practices and matters affecting conditions of employment of the bargaining unit.

Section 2

Information to Bargaining Unit

The United States Mint will make written information describing any Affirmative Action Plan available to officers.

ARTICLE 17

MERIT EMPLOYMENT AND PROMOTION

***Section 1* Objective**

The identification, qualification, evaluation, and selection of candidates shall be made without regard to political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, national origin, nondisqualifying disability, or age and shall be based solely on job-related criteria in accordance with 5 CFR §335.103.

***Section 2* Vacancy Announcements**

All vacancy announcements will be posted in accordance with applicable regulations and directives, including the Agency's Merit Promotion Plan for police vacancies.

***Section 3* Evaluation of Candidates**

Candidates will be evaluated in accordance with applicable regulations and directives, including the Agency's Merit Promotion Plan for police vacancies.

***Section 4* Information Provided to the Union**

Should the Union request and provide a particularized need for information, the United States Mint, in accordance with federal regulations and law at 5 USC §7114, will provide the ranking of applicants (minus any identifying information (i.e. names, SSN)) plus the cutoff score (natural break) for any bargaining unit posting once the selection is made.

ARTICLE 18

PROMOTIONS WITHIN THE BARGAINING UNIT

***Section 1* Merit Promotion Actions**

Mint Directive MD 335B provides policies and guidance on merit promotion.

ARTICLE 19

PERFORMANCE EVALUATION

***Section 1* Inadmissible Criteria**

A number of factors should not be included in the rating by any of the participants in the rating process. The following subjects are inadmissible in any part of a Performance Appraisal Report:

- a. Reference to race, color, religion, sex (gender) (except for the titles of address, first names or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, parental status, genetic information, or references to spouse or family.
- b. Mention of the specific nature of a disability or medical problem, such as a physical handicap, alcoholism, or drug abuse.
- c. Mention of initiation of, involvement in, or participation in Grievance or EEO procedures except when an appropriate authority has determined that an employee has committed a discriminatory action.
- d. Comments on an employee's participation or non-participation in employee organizations or activities.
- e. Recommendations on reclassification of the rated employee's position to a higher or lower grade.
- f. Reference to previous performance ratings or events or performance outside the rating period.

***Section 2* Rebuttals and Grievances**

An employee who disagrees with his or her performance appraisal should first discuss it with the rating and/or reviewing official(s), after the rating has been prepared. If these officers agree, a revision should be made in the appraisal. If the discussion with the rating and/or reviewing officer or higher level manager or supervisor does not resolve the employee's objections, the employee may include a rebuttal to be attached to or recorded on the performance appraisal form.

A grievance may be filed under this Agreement concerning a completed appraisal report on the grounds that the report is technically deficient or contains appraisal statements, which are inaccurate or falsely prejudicial. Performance standards and critical elements are not grievable or appealable.

ARTICLE 20

TRAINING AND DEVELOPMENT

***Section 1* General**

As described in Mint Directive MD 10D-9, the parties encourage and support officers in developing their police related knowledge, skills, and abilities. To this extent, the United States Mint intends to provide on-the-job, internal, and external training opportunities consistent with the United States Mint's needs, the availability of funds, and resources, and in accordance with the law. To assist in this effort, the FOP will make available to the United States Mint, training materials and resources (i.e., videos, pamphlets, speakers, etc.) related to policing.

These materials and resources will be reviewed by United States Mint police management for appropriateness, content, and applicability to United States Mint Operations. Should United States Mint police management determine that the materials offered are not appropriate or applicable, it will provide an explanation to the Union. The United States Mint will encourage each officer to engage in self-education, self-training, and self-improvement programs through the Individual Performance Plan. Any course catalog maintained by the Agency will be made available to assist officers in this effort.

If detailed for training, officers will maintain all pay benefits (i.e., night differential) in accordance with applicable law and regulations.

***Section 2* Annual Discussion**

The supervisor and officer will annually discuss the training needs of the individual that are consistent with the United States Mint Police and facility mission goals.

Section 3 **Officer's Responsibilities**

Attendance at training is an official duty and is assigned just as other duties are assigned and is, therefore, mandatory. Officers selected for training must arrive on time and complete the entire training session. In coordination with their supervisors, officers are responsible for adjusting their schedules to accommodate authorized training hours.

Section 4 **Selection and Approval for Training**

Selection and approval for training will be in a fair, impartial, and nondiscriminatory manner. When training cannot be approved, the employee will be notified and provided with the reason for disapproval within a reasonable amount of time.

ARTICLE 21

SENIORITY

Section 1 **Overall Seniority**

Overall seniority is computed on the basis of total time with the United States Mint Police, Philadelphia, as a series 0083 police officer.

Section 2 **Ties in Seniority**

Ties in seniority will be broken in the following manner:

- a. Total time as an employee at the United States Mint;
- b. If there is still a tie then total federal service time; and
- c. If there is still a tie then by flip of a coin.

ARTICLE 22

BASIC WORKWEEK AND OVERTIME

***Section 1* Basic Workweek**

Unless the Agency determines that the Agency would be seriously handicapped in carrying out its functions, the basic workweek begins on Sunday and ends on Saturday and is comprised of forty (40) hours of work completed over five (5) consecutive work days; the two (2) non-workdays shall be consecutive.

***Section 2* Pre-Shift/Post-Shift Activities**

Bargaining unit employees are entitled to be paid for all roll call and debriefing activities.

***Section 3* Meal Breaks**

Employees' meal periods are part of their regular tour of duty. During the meal period, an employee remains on duty and is subject to recall. If the employee is recalled prior to the completion of his/her meal break, the supervisor will make every effort to afford the officer the opportunity to complete the meal break.

***Section 4* Overtime Rate**

Employees will be entitled to overtime at the rate of one-and-one-half times their hourly rate of pay for every hour worked beyond their basic work day (8 hours) or workweek (40 hours).

***Section 5* Compensatory Time**

Employees will have the option of selecting overtime compensation in the form of cash or compensatory time when they are required to work beyond their basic workday or work week. Compensatory time shall be awarded at the rate of straight time for the actual time worked.

Section 6 **Overtime Requirements**

Employees are required to work all overtime assigned unless:

- a. Specifically excused by the Agency;
- b. If a qualified replacement is willing to work; or,
- c. The employee has a valid medical excuse which precludes overtime work.

Section 7 **Overtime Assignments**

Overtime assignments will normally be distributed among the qualified employees in each shift on as equitable a basis as possible.

Section 8 **Tabulation of Overtime**

The Agency will keep a current record of the amount of unscheduled overtime worked by each employee by shift.

Section 9 **Overtime Procedure**

Overtime procedures will be negotiated between the Union and the Field Chief or designee.

Section 10 **Pre-Scheduled Overtime**

(When it is known at least one (1) week in advance that overtime will be required on a shift)

Supervisors will utilize pre-scheduling to the fullest extent possible. Pre-scheduling will be distributed and rotated in the following manner:

- a. Solicit officers from the shift that the overtime is needed that are in an off-duty status;
- b. Solicit officers from other shifts that are in an off-duty status on the date the overtime is needed; then,
- c. Solicit officers from the other shifts that are working the date the overtime is needed.

Section 11

Mandatory Overtime

Subject to management's discretion and determination, mandatory overtime will be distributed as follows:

- a. If after following the procedures outlined above, no one volunteers to work overtime, the supervisor will order personnel to work from the mandatory list, separately established for each shift. A notation will be made by that officer's name on the roster to indicate that mandatory overtime was used (M) and the date ordered. Whenever mandatory overtime is necessary and used, the supervisor will order qualified officers in chronological order, to ensure the entire shift rotates, prior to the first officer ordered becoming eligible to be ordered to work again. The off-going supervisor will normally provide the on-coming supervisor with a list of personnel that are available for mandatory ordering at least one (1) hour prior to roll call of the on-coming shift. Mandatory overtime may be selected from personnel only in on-duty status. No officer will be called in for mandatory overtime in an off duty status except in cases of bona fide emergency.
- b. Should an officer be ordered to work overtime and through his/her own initiative, subject to management approval, is able to locate a relief, he/she will remain on duty until that relief officer replaces him/her.
- c. The off-going supervisor may exempt personnel assigned to his/her shift from the mandatory overtime list for valid reasons (i.e., doctor appointments, sick, etc.) for that day. However, the following workday, the individual will be back on the mandatory list.

Section 12

Call Back

Any employee who is called back to perform unscheduled overtime work either on a regular workday after he/she has completed his/her regularly scheduled day of work and left the facility, or on a day outside of his/her basic workweek, will be given a minimum of two (2) hours pay at the overtime rate in accordance with applicable federal regulations. An employee will not be called back to work overtime when there are qualified employees on that shift who desire to work overtime but have not been so assigned.

Section 13 **Overtime Breaks**

Employees who work designated overtime shall be allowed one (1) fifteen (15) minute rest during each four (4) hours worked.

Section 14 **Overtime Cap**

Unless the mission needs of the agency require otherwise, no employee will work more than forty (40) hours designated overtime per pay period.

Section 15 **Notice of Scheduled Overtime**

Employees will normally be given reasonable notice for scheduled overtime.

Section 16 **No Assignment of Overtime**

The agency will not assign overtime when employees are unable to work for medical reasons or justifiable emergencies consistent with applicable regulations.

Section 17 **Current Address/Numbers**

All employees will provide the Agency with current telephone numbers and addresses for emergency.

Section 18 **Notice of Shift Change**

On any mandatory shift change of a bargaining unit employee, the Agency agrees to normally provide the employee with at least fourteen (14) days' notice of the change.

ARTICLE 23

HOLIDAYS

***Section 1* Legal Holidays**

As of the date of this Agreement, the recognized federal holidays are:

New Year's Day, January 1

Birthday of Martin Luther King Jr., the third Monday in January

Presidents Day, the third Monday in February

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Columbus Day, the second Monday in October

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Christmas Day, December 25

***Section 2* Holiday Pay**

All eligible employees will receive pay at their regular hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work.

***Section 3* Rate of Holiday Pay**

Eligible employees working on a holiday within their basic workweek will receive holiday pay (two (2) times their basic hourly rate) including appropriate shift differential for all hours worked on such holiday up to eight (8) hours. Hours worked in excess of eight (8) hours on a holiday will be paid at the normal overtime rate.

ARTICLE 24

SUNDAY PREMIUM PAY/SHIFT DIFFERENTIAL

***Section 1* Eligibility**

An employee whose regular work schedule includes an eight (8) hour period of service which is not overtime work, a part of which is on Sunday, is entitled to an additional pay at the rate of twenty-five (25) percent of his/her hourly rate of basic pay.

***Section 2* Night Differential**

An employee whose regular work schedule is between the hours of 6:00 p.m. – 6:00 a.m. is entitled to an additional night differential at the rate of ten (10) percent of his/her hourly rate of basic pay in accordance with applicable rules and regulations.

ARTICLE 25

HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIALS

The Employer will continue to provide and maintain safe working conditions and industrial health protection in keeping with the concepts of OSHA, pursuant to regulations at 29 U.S.C § 668 and 29 C.F.R. Part 1960, and the Union will actively encourage all unit employees to work in a safe manner.

Given the unique dangers which police officers are subjected to, the Employer agrees that the safety of Agency police officers and the safety of employees and public whom they protect are of paramount concern.

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. The Employer will welcome suggestions which offer practical and economically feasible ways of improving safety conditions.

Protective equipment and safety devices, which the Employer requires police officers to use or wear, will be provided to the employee at no cost; the Union shall actively support the Employer's enforcement of this requirement. The Employer and the FOP will work in partnership concerning any suggestions which offer practical, economical, and feasible ways of improving safety conditions.

The safety officer shall have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Safety & Environmental Compliance Branch determines that such safety standards have not been met, it shall determine what protective equipment will be used to protect employees and permit them to work safely in the area.

Whenever the safety officer concludes on the basis of an inspection or report that conditions exist in a work area which could reasonably be expected to cause death or immediate serious physical harm, all unit employees not necessary for the abatement of the dangerous condition shall be withdrawn by the Employer from that work area. Employees who are affected by this determination, upon leaving the work area, shall immediately report to their supervisor.

In the event that an employee reports to his/her supervisor that an assignment will endanger the employee's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job. If the supervisor has any doubt as to the safety of the situation, the supervisor will request the assistance of the safety officer, who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work.

In order to comply with regulations, standards for noise, airborne dust concentrations, and fumes will be established and may be made available to the employees upon request.

The Union may designate a representative to advise and assist the Employer in carrying out its safety responsibilities as they apply to unit employees.

When in-house training is available, the Employer agrees to solicit volunteers for first-aid training where a trained person is not available. Volunteers will be selected and trained based upon the workload requirements of the Employer and availability of training slots for unit employees.

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

Whenever an employee of the unit has sustained a lost-time work injury, the Union, upon request, will be notified of the circumstance, as appropriate, and in keeping with privacy constraints.

The Employer agrees to provide to any employee who may be injured on the job prompt first aid, as necessary, on all shifts, to include appropriate transportation from the facility to an appropriate medical facility, except in cases where such transportation is not practical.

The Employer will periodically examine individual employees, upon request, for effects upon them of any poisonous or toxic agents if used at the facility, when the Employer determines that there is a reasonable basis to believe that the employee has been exposed. Work circumstances for which duties involving unusual physical hardships or hazards to employees are listed in and will be paid for in accordance with 5 C.F.R. Part 550, Subpart I.

ARTICLE 26

WAGES

Subject to management's discretion, an FOP representative from the United States Mint at Philadelphia, may be consulted regarding all significant pay issues discussed at United States Mint Headquarters, Washington, DC, for all personnel covered by this Agreement.

ARTICLE 27

DETAILS

***Section 1* Definition**

“Detail” means the temporary full-time or part-time assignment of an officer from his/her regular position to another position or to non-described duties without a change in pay. During the period of detail, the employee remains officially in his/her regular position.

***Section 2* Notification**

The United States Mint agrees that any officer for whom a known detail is planned, to the extent practicable, will be notified at least two (2) weeks prior to the beginning of the detail, except in the case of a bona-fide emergency.

***Section 3* Documentation of Details**

Any detail will be documented by memorandum to the officer with a copy placed in the officer’s work site file. Any detail in excess of one (1) month will be reported on a Request for Personnel Action (SF-52) and forwarded through established channels for approval. Such request and recommendation will indicate:

- a. The beginning date of the detail;
- b. The reason for the detail;
- c. Expected duration;
- d. Position to be occupied; or
- e. A brief description of the non-described duties or work project to which assigned.

***Section 4* Solicitation of Interest**

Should the Agency decide to detail an officer for a period of sixty (60) days or longer to a police position which provides experience required for subsequent promotion, the Agency will solicit a showing of interest from qualified officers.

Section 5 **Temporary Promotion**

If a detail to a police position of higher pay extends beyond one hundred-twenty (120) days, or if it is known in advance it will extend beyond one hundred-twenty (120) days, a temporary promotion will be made provided all qualifications for the higher graded position and the eligibility requirements have been met in accordance with 5 CFR Part 335.

ARTICLE 28

LEAVE

Section 1 **Accrual of Leave**

Officers will accrue and use leave in accordance with appropriate laws, rules, and as outlined in this Article. All leave will be charged in fifteen (15) minute increments. The parties recognize the importance of maintaining sufficient staffing to meet the mission and operational requirement of the United States Mint at all times. Officers are responsible for planning and requesting leave as far in advance as possible to allow time for rescheduling when leave cannot be granted because of mission or operational needs as determined by the Agency.

Section 2 **Changes in Law**

The parties recognize that certain provisions of this Article reflect and/or are subject to applicable public law and regulation pertaining to leave. Accordingly, if Congress amends the law or appropriate regulations change so as to mandate a change in this Agreement, the parties agree that such changes are binding upon them and will, at the request of either party, meet to agree upon any changes that may be necessary in this Article.

Section 3 **Definitions**

Subject to law and regulations governing leave, the following definitions will be applied to the leave provisions of this Agreement:

- a. Accrued Leave means the leave earned by an employee during the current leave year that is unused at any given time in that leave year.
- b. Accumulated Leave means the unused leave remaining to the credit of an employee at the beginning of a leave year.
- c. Leave Year means the period beginning with the first day of the first complete pay period in the calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.
- d. Absent Without Leave sometimes called “Absent” or “AWOL” is an absence from duty which has not been authorized or for which leave has been denied. The employee loses pay for the entire period of absence.
- e. Administrative Leave is an approved absence which does not result in a charge to sick or annual leave, or in a loss of pay.
- f. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted upon an employee’s request. The permissive nature of LWOP distinguishes it from absence without leave, which is a period of unapproved absence.
- g. Court Leave is an authorized absence of an employee for jury duty without charge to leave or loss of pay, for attending judicial proceedings in a nonofficial capacity as a witness on behalf of a state or local government, or for appearing 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.
- h. Military Leave is an absence from duty, without charge to leave or loss of pay, for permanent or temporary employees who are reservists of the Armed Forces or members of the Army or Air National Guard, while they are on active duty or are engaged in field or coast defense training.

- i. Contagious Disease means a disease which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as described by the health authorities having jurisdiction, or in the absence thereof, in accordance with a period specified in a physician's certificate.
- j. Personal Certification is the use of sick leave without submission of a medical certificate.

Section 4 Leave Abuse

The possibility of leave abuse is generally raised when an employee uses an unusual amount of sick leave on personal certification or uses leave in an established pattern or under questionable circumstances. In making this determination, the supervisor should use common sense judgments based on his/her knowledge of the employee and his/her total leave record for the past twelve (12) months. Abuse must be determined on a case by case basis.

If a supervisor has a good-faith belief that an employee may be abusing the use of leave, the supervisor should follow these procedures in determining if there is a possibility of abuse:

- a. Generally the Agency will follow the above procedures in sections 4(a) through 4(c) of this Article prior to issuing any corrective action, warning, disciplinary or adverse action. The Agency retains the right to issue an appropriate warning, disciplinary, or adverse action based upon the circumstances of each case.
- b. While reviewing the employee's past record, particular attention should be given to sick leave taken under the following circumstances:
 - 1. Before or after a weekend or holiday.
 - 2. When the workload is unusually heavy or a very difficult task has been assigned.
 - 3. When a special public event is scheduled.

4. Immediately following denial of a day off.
 5. As soon as the leave is earned.
 6. Frequently for short periods.
 7. Consistently on the same day of the week.
 8. On the day following payday.
 9. During inclement weather.
 10. When the employee's annual leave balance is zero (0).
- c. After becoming familiar with the employee's leave record, management will determine whether to hold a counseling interview with the employee, if there is reason to suspect sick leave abuse. The interview should be conducted in a courteous and tactful manner so as not to offend the conscientious employee whose absences prove to be entirely bona fide. The interview should be held in private, without interruption. A union representative may be present if requested by the employee. The counseling interview should enable the supervisor to:
1. Let the employee know that the supervisor is aware of and is concerned about the employee's leave habits, and intends to administer the sick leave regulations on a sound and equitable basis.
 2. Ascertain whether or not there is a health problem or unusual physical condition which is contributing to the employee's absenteeism.
 3. Provide individual advice and instruction to the employee concerning the sick leave regulations and determine if he/she may have misunderstood them.
 4. Ask the employee what he/she intends to do about improving his/her sick leave record.
 5. If necessary, caution the employee against improper leave practices and remind the employee of the penalties for abusing the leave regulations.

6. Record the counseling session.
- d. If the pattern or practice of leave usage continues after the counseling session, the supervisor may take appropriate corrective action.
- e. The Parties agree that when federal government or the Employer announces a “liberal leave policy” and when manpower staffing needs allow, bargaining unit employees will be allowed to take annual leave.

ARTICLE 29

ANNUAL LEAVE

***Section 1* General**

Employees will accrue annual leave at the rate established by Title 5 U.S.C. § 6303. This Article will be implemented in accordance with applicable federal rules and regulations. Annual leave is provided and may be used for two (2) general purposes.

- a. To allow every employee an annual vacation period for extended leave for rest and recreation;
- b. To provide for periods of time off for personal and emergency purposes.

***Section 2* Authorized Use of Annual Leave**

Except where a leave exigency exists: employees may be authorized, at the discretion of management, the use of all annual leave, which they earn within a leave year; and all employees will be afforded the opportunity to take at least two (2) consecutive weeks of annual leave each year. If a public exigency arises which precludes an employee from using appropriately scheduled use-or-lose leave, such leave will be carried over to the next leave year in accordance with governing regulations. Exigencies for public business will be determined in accordance with applicable law, rule, or regulation.

Section 3 **Earned Leave Rates**

In accordance with applicable federal leave regulations, full-time employees earn annual leave in the amounts determined by their total years of creditable federal service, including applicable creditable military service. In addition, service which is potentially creditable for annuity computation is creditable for leave purposes (i.e., temporary or indefinite appointments). A full-time employee earns leave during each full biweekly pay period while in a pay status, or while in a combination of a pay status and non-pay status.

FULL-TIME LEAVE EARNING TABLE

Years of Service	Hours Earned Per Biweekly Pay Period	Days Earned Per Year
Up to 3	4	13
3 to 15	6	20
15 and over	8	26

* six (6) hours each pay period, and ten (10) hours for the last complete pay period in the calendar year.

Section 4 **Advanced Annual Leave**

As described in Mint Directive MD630, employees serving under a career or career-conditional appointment may be advanced annual leave in accordance with applicable law or regulation.

If an employee has no sick leave but does have annual leave, he/she may request to be placed on annual leave when illness or an injury occurs in connection with the performance of the employee’s duties, which is not job-related, causes his/her absence from work.

Section 5 **Substitution of Sick Leave for Annual Leave**

Employees on annual leave who become sick will have the right to convert the annual leave to sick leave in accordance with applicable regulations. Employees may not retroactively substitute sick leave for annual leave.

Section 6 **Forced Leave**

Except as authorized by OPM regulations, no employee will be forced to take annual leave.

Section 7 **Cancellation of Leave**

An employee may cancel leave within twenty-four (24) hours' notice. When an employee cancels scheduled annual leave and returns to duty, he/she will be assigned to the work shift which he/she would have worked if the leave had not been scheduled unless operational requirements dictate assignment to a different shift.

Section 8 **Reason for Request**

Employees will not be required to provide reasons for scheduled annual leave.

Section 9 **Scheduling**

Annual leave requested for any period during a posted shift schedule for the shift being worked will normally be approved/disapproved within a reasonable amount of time of the request being made. Leave requests for future shifts will normally be approved/disapproved within four (4) hours of when the request was made, or prior to the end of the shift, whichever is less. Approval/disapproval will not be subject to conditional circumstances. Leave requests will be acted upon in the order that they are requested, workload permitting. If the request was disapproved and annual leave for that period later becomes available, the leave will be approved in the order that the request was received. The Parties will establish a secure method for recording leave requests.

Requests to use annual leave should be made as far in advance as practical and will be granted on a first come-first served basis. Annual leave during holiday periods will be scheduled on the basis of first come-first served. Every reasonable attempt will be made to satisfy the desires of the employee when requesting the approval of extended annual leave for vacations.

Section 10 **Unscheduled Leave
(Emergency Leave)**

A personal emergency is defined as an event or condition that the officer did not know of when he/she last left work, and is of such a nature as to justify the officer not reporting for work.

When an unforeseen personal emergency arises which would prevent an officer from reporting for duty, the officer may request unscheduled annual leave. The officer seeking such leave will personally notify and speak directly to a supervisor no later than one (1) hour before the beginning of the officer's tour. Notification of less than one (1) hour before the beginning of the tour will be treated on a case-by-case basis. The officer will inform the supervisor of the reason and the expected period of absence. The supervisor will decide whether to approve or deny the request and inform the officer accordingly. However, no request will be unreasonably denied.

Section 11 **Cancellation of Leave by Agency**

The United States Mint may cancel previously approved annual leave and require officers to report for duty for valid operational reasons. Approved leave will not be canceled for arbitrary or capricious reasons.

Section 12 **Limits on Annual Leave
Accumulations – 240 Hour Limit**

If an employee does not use all the annual leave earned in a given leave year, the unused balance is carried over to the next year and is then available for use along with the additional annual leave the employee earns that year. Through this process an employee can accumulate carry over leave from year to year up to a maximum of two hundred-forty (240) hours. Any unused leave in excess of two hundred-forty (240) hours which an employee has at the end of the leave year is forfeited and may be restored if in accordance with government regulations.

Section 13 **Restoration of Forfeited
Annual Leave**

The United States Mint will restore forfeited annual leave in accordance with the provisions of 5 U.S.C. § 6304(d)(1).

- a. The three (3) circumstances established by the statute under which forfeited annual leave can be legally restored to an employee are:
 1. Administrative error when the error causes a loss of annual leave otherwise accruable after June 30, 1960;
 2. Exigencies of the public business when the annual leave was scheduled in advance; or
 3. Sickness of the employee when the annual leave was scheduled in advance.
- b. The information and documents which are required to request restoration of leave are listed below:
 1. The written document showing (a) the date(s) of the requested absence on leave, (b) the number of hours of leave to be used on the day(s), and (c) appropriate signatures which indicate that the leave was requested and approved before the beginning of the third biweekly pay period prior to the end of the leave year.
 2. A written statement by the supervisor which outlines reasons why the leave could not be taken as scheduled and why it could not be rescheduled before the end of the leave year.
 3. A written statement from the employee, doctor, and/or supervisor, as appropriate, which specifies the duration of the illness, injury, or exigency which caused the cancellation of leave.
 4. If the claim for restoration is based upon an exigency of the public business, a copy of the document signed by the appropriate official, approving the cancellation of the employee's scheduled period of annual leave.
 5. If there was an opportunity to reschedule canceled leave within the leave year, a statement by the supervisor which sets forth the date(s) of rescheduling, the date(s) upon which the leave was to be taken, the amount of leave which was to be used, and the reason why the leave usage had to be again cancelled.

- c. Employees shall submit their requests, in writing, through the chain of command, to the Field Chief and must include all required documentation. Any disputes concerning whether forfeited leave can be restored may be submitted through the negotiated procedure or statutory procedure, but not both.
- d. An employee who has requested restored annual leave to his/her credit may elect to use either the restored leave or his/her leave for the current year. However, generally the employee must use all of the restored leave within two (2) years after the date of restoration.

Section 14 **Annual Leave Charges**

The minimum charge for annual leave will be in fifteen (15) minute increments.

Section 15 **Transfer of Annual Leave**

If an employee needs to use annual leave before the official leave record arrives from his/her former employing agency, the employee's supervisor may contact the Personnel Office and ask that the employee's annual leave balance be orally verified with the former agency. When an oral verification can be made, the Personnel Office may notify the employee's timekeeper, Payroll Section and the employee's supervisor. The employee may then apply for annual leave.

Section 16 **Late Charges to Annual Leave**

Approved late entrances will be accumulated in fifteen (15) minute increments.

ARTICLE 30

SICK LEAVE

***Section 1* General**

An employee will earn sick leave in accordance with applicable law and regulations. Sick leave will be earned at the rate of four (4) hours per biweekly pay period.

***Section 2* Granting of Sick Leave**

The Employer may grant sick leave to an employee when the employee:

- a. Receives medical, dental or optical examination or treatment;
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;
- c. Provides care for a family member, in accordance with 5 C.F.R. § 630.401, who is incapacitated as the result of physical or mental illness, injury, pregnancy, childbirth, medical, dental or optical examination or treatment;
- d. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- e. Would, as determined by the health authorities having jurisdiction or by health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease;
- f. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, attorneys, court proceedings, required travel and any other activities necessary to allow the adoption to proceed.

***Section 3* Requesting Sick Leave**

- a. Employees who do not report for duty at the beginning of their tour of duty and wish to request sick leave must contact a shift

supervisor no later than two (2) hours before the start of their tour of duty on the first day of the absence and state the expected period of absence. An officer incapacitated and unable to physically speak to a supervisor will have a family member call, identify him/herself and report the officer's situation to the supervisor as soon as possible. This will include the general nature of the officer's illness and the expected period of absence.

- b. An employee who does not personally contact his/her supervisor or have someone call on his/her behalf will be reported as absent without leave (AWOL). If the absence is later excused because the circumstances surrounding the absence are such that the absence would have been approved, the charge to AWOL will be changed to the appropriate approved leave account.
- c. Whenever an employee's request for sick leave is disapproved, he/she will be given a reason in writing, if requested. No employee will be ordered to report for work if sick leave is approved.

Section 4 **Certification**

A medical certificate of incapacitation will not normally be required in order to approve a request for sick leave of three (3) consecutive days or less, unless the employee repeatedly fails to follow the procedures for requesting leave or a pattern of usage supports a conclusion that sick leave is being misused as described in this Agreement. Any illness exceeding three (3) days may require a medical certificate. Subsequent call-ins during the three (3) day period concerning an illness will not be considered a separate occasion.

An officer suffering from a recurring medical condition requiring occasional absences of longer than three (3) days will provide a medical certificate attesting to the nature of the condition, in accordance with the Family and Medical Leave Act.

Section 5 **Contents of the Medical Certificate**

The contents of the medical certificate will provide the medical practitioner's name, address and telephone number. The certificate will also state the date(s) of incapacitation, whether the employee was

seen personally by the practitioner, the general nature of the illness and that the employee was incapacitated for duty. The certificate will bear the signature of the medical practitioner.

Section 6 **Application for Sick Leave**

An employee will file an application for sick leave on Standard Form SF-71 or on the current time and attendance system, by the end of his/her first working day after returning to duty from each period of sick leave. The SF-71 must provide a statement on the general nature of the illness or a medical certificate which supports the use of sick leave under one of the reasons in Section 2. The SF-71 will be made readily available to employees. The information furnished on the SF-71 or on the current time and attendance system will be regarded as confidential.

An employee, who because of illness is released from duty, will not be required to furnish a medical certificate for that day. Submission of an SF-71 or on the current time and attendance system is required in order to obtain approval for sick leave, even when an employee is recommended to be excused from work by the United States Mint Health Division.

Section 7 **Medical Appointments**

Use of sick leave for medical, dental or optical treatment or examination should be requested and approved in advance of the medical appointment whenever possible.

Section 8 **Sick Leave Charges**

The minimum charge for sick leave is fifteen (15) minutes. Additional sick leave is charged in multiples of fifteen (15) minutes.

Section 9 **Sick Leave Charges for Visits to the Health Division**

- a. An employee who becomes ill (not related to an on-the-job injury) while at work, or otherwise wishes to use the services of the United States Mint Health Division, must first obtain supervisory approval to leave the work site. The first such visit in any day shall be charged to duty time, provided the employee is not away from the work site for more than one (1) hour.

If the employee is sent home by the Health Division, he/she will be charged sick leave.

A medical certificate will not be required to substantiate sick leave for the day on which the Health Division recommends that the employee be sent home. The sick leave for that day will be considered as medically certified by the Health Division.

- b. An employee injured while at work, should first inform his/her supervisor. The employee will then be referred to the Health Division or the equivalent off-site facility. The first partial day of the disability caused by an employee being injured on the job will be charged to administrative leave. However, this is not charged to the employee's eligibility for forty-five (45) days of continuation of pay under OWCP.

Section 10 **Advanced Sick Leave**

- a. Sick leave will be advanced in accordance with United States Mint Directive MD 630.

Section 11 **Transfer of Sick Leave Balance From Another Agency**

Sick leave will be transferred under the same procedures as in the annual leave section of this Agreement.

Section 12 **Factor for Promotion**

Except in cases of abuse, sick leave usage will not be a factor for promotion, discipline or other personnel action.

Section 13 **Transportation to Medical Facility**

When an employee becomes seriously ill or injured at work, the Agency will arrange for transportation to a hospital. If requested by the employee, or if the employee is unable to request, the Agency will notify the employee's family, or designated party, of the occurrence and location of the employee.

Section 14

Agency Assist with Filings

When the employee is unable to do so because of serious injury, incapacitation or illness, the Agency will make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

ARTICLE 31

LEAVE FOR MATERNITY REASONS

Section 1

General

Pregnancy is a condition which may require the employee to be away from the job because of incapacitation. As a means of accommodating this temporary incapacitation, upon the employee's request and proper medical certification, appropriate leave shall be granted. However, it should be recognized that there is no separate "maternity leave" as a type of leave.

- a. Leave for maternity reasons may consist of annual leave, sick leave, and leave without pay. An absence because of pregnancy and confinement shall be treated like any other medically certified temporary disability. Sick leave may be advanced under usual guidelines for granting such leave.
- b. After delivery and recuperation, the employee may be granted sick leave, annual leave or leave without pay for a period of time, in accordance with rule or regulation, to make arrangements for the care of the child. A maximum of twelve (12) weeks of LWOP may be granted for this purpose.
- c. An employee should notify her supervisor as soon as she knows that she will require leave for maternity reasons. This will allow steps to be taken to protect her health on the job, and permit the supervisor to plan for taking care of her work when she is absent.

- d. A male employee may request sick leave, annual leave or leave without pay for purposes of assisting or caring for his/her minor children or the mother of his/her newborn child while she is incapacitated for maternity reasons.

***Section 2* Procedures**

The employee will provide the supervisor a medical certificate in advance of the anticipated absence. This certificate must indicate the estimated date of delivery, and the dates recommended by her physician to begin and terminate the leave.

An employee will not be permitted to work after the date recommended to begin her maternity leave, nor return to work prior to the recommended date, without a revised medical certification.

***Section 3* Benefits to Accrue**

During the period of leave under this article, retirement, time-in-grade coverage, health benefits and life insurance will continue to the extent permitted by applicable law.

ARTICLE 32

FAMILY AND MEDICAL LEAVE ACT

***Section 1* General**

Employees will be accorded FMLA leave under applicable provisions of the Family and Medical Leave Act of 1993 and

5 CFR §§630.1201, et seq.

***Section 2* Requests**

Employees seeking leave under the Family Medical Leave Act must complete Standard Form SF-71, or current time and attendance system request, and submit it to the appropriate supervisor. Employees must also provide the appropriate medical documentation required under

the circumstances necessary to substantiate the eligibility for such leave. See 5 CFR §§630.1201 et seq., for full requirements for appropriate medical certification under this regulation. The written medical certification shall include:

- a. The date the serious health condition commenced;
- b. The probable duration of the serious health condition or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity;
- c. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that may be required by a health care provider;
- d. For the purpose of leave taken for the care of a family member with a serious health condition —
 - (1) A statement from the health care provider that the spouse, son, daughter, or parent of the employee requires psychological comfort and/or physical care; needs assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs; and would benefit from the employee's care or presence; and
 - (2) A statement from the employee on the care he or she will provide and an estimate of the amount of time needed to care for his or her spouse, son, daughter, or parent.

ARTICLE 33

MILITARY LEAVE

***Section 1* Coverage**

Full-time employees with a regularly scheduled tour of duty of sixteen (16) or more hours a week are entitled to military leave if their appointment is career, career-conditional, temporary appointment pending establishment of a register, term, or a temporary appointment of one (1) year or more. Intermittent employees and employees serving under temporary appointments not to exceed one (1) year or less are not eligible for military leave.

***Section 2* Military Leave Accrual**

Military leave accrual will be computed by OPM guidelines.

An employee will be permitted to use his or her entitlement to fifteen (15) days of military leave for “inactive duty training” as defined in Title 37 USC §101. An employee is entitled to military leave without loss of pay, time, or performance or efficiency rating for active duty training, inactive duty training or engaging in field coast defense training.

***Section 3* Civil Disturbance Activities**

Military leave not to exceed twenty-two (22) workdays in a calendar year is authorized for emergency duty as directed by the President or State Government, which is in addition to the military leave covered above.

***Section 4* Carryover of Unused Military Leave**

Military leave which is not used in the fiscal year in which it accrues is carried forward to the succeeding fiscal year, up to a maximum carry-over of fifteen (15) days. Military leave may not be charged in increments of less than one (1) hour. Therefore, a part-time employee who accrues a partial day of military leave will carry over that partial day to the succeeding fiscal year.

Section 5 **Procedures**

Employees should inform the supervisor immediately upon learning that it will be necessary to request military leave. Employees shall then submit Standard Form 71, Application for Leave, or a request on the current time and attendance system, in advance, together with a copy of their orders. If a copy is not available at the time the SF-71 is submitted, a copy must be furnished as soon as it is received. In those instances where there is a choice of several periods of military training, the employee should confer with their supervisors in order to determine which time would be mutually beneficial to the employee and to the Agency. The employee shall submit official evidence that the absence from work was a result of compliance with military orders as soon as possible.

Section 6 **Restoration of Annual Leave**

Annual leave forfeited by an employee because of service in a combat zone will be automatically restored, whether it was scheduled in advance or not.

A military reserve technician is entitled to leave without loss of benefits while on active duty in support of operations outside the United States, its territories and possessions. A military reserve technician on active duty without pay is entitled to a total of up to forty-four (44) work days of leave in a calendar year without loss of or reduction in pay, accrual of leave, credit for time or service or performance of efficiency rating.

ARTICLE 34

ADMINISTRATIVE LEAVE

Section 1 **General**

Administrative leave provisions of this Article will be implemented in accordance with applicable federal laws and regulations. In no event shall an employee's total administrative leave in a calendar year exceed 10 workdays.

Section 2 **Voting and Registration**

As a general rule, an employee is not entitled to any excused time if the polls are open three (3) hours either before or after, his/her working hours. If the polls are not open at least three (3) hours before or after, the supervisor will grant sufficient time to vote in order to permit the employee to report for work three (3) hours after the polls are open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section 3 **Blood Donation**

An employee who donates blood at the agency will be allowed up to two (2) hours to leave his/her worksite, give blood and return to his/her work site however, a request for additional time to recuperate in the agency medical unit will not be unreasonably denied.

An employee may be excused to donate blood, for up to four (4) hours, when the donation is made outside the agency and is approved and coordinated by the Agency.

Section 4 **Military Funerals**

An employee may be granted up to three (3) days of leave to make arrangements for, or to attend the funeral or memorial services of, an immediate relative who died as the result of a wound, disease, or injury incurred as a member of the Armed Forces while serving in combat. The three (3) days need not be consecutive, but, if not, the employee will furnish the Agency satisfactory reasons justifying a grant of funeral leave for nonconsecutive days. Funeral leave shall be granted only from a prescribed tour of duty, including regularly scheduled overtime. The term immediate relative covers a wide range of relationships, including:

- a. spouse, same-sex and opposite sex domestic partners;
- b. parents, parents-in-law, grandparents, step parents, foster parents, guardian relationships;
- c. children, grandchildren, and step-children, foster children;
- d. brothers and sisters.

Section 5

Funeral of Federal Law Enforcement Officers

The Employer may allow the Union President or his/her designee to attend the funeral of any Federal, state, local law enforcement officer within the tri-state area (PA, NJ, DE) and the District of Columbia Metropolitan area, who was killed in the line of duty.

ARTICLE 35

COURT LEAVE

Section 1

Coverage

Employees may be granted court leave to serve on a jury or to serve as a witness. An employee already on leave without pay, although otherwise eligible, may not be granted court leave.

Section 2

Witness Service

When an employee is summoned or assigned by the Agency to testify in his or her official capacity to produce official records at a judicial proceeding, he or she is in an official duty status as distinguished from a leave status.

Section 3

Witness Service - Nonofficial Capacity

When an employee is summoned as a witness in a nonofficial capacity on behalf of a private party in connection with any judicial proceeding to which the United States, District of Columbia, or a State or local Government is a party, the absence shall be charged as court leave. The employee may not, however, retain court fees. The summons or evidence of attendance at court must clearly show that the United States, District of Columbia, or a State or local Government is a party to the judicial proceeding.

An employee is not entitled to court leave if he or she is a party in opposition to the United States, District of Columbia, or a State or local Government in a judicial proceeding.

Where an employee is a defendant in a judicial proceeding that arose from the performance of the employee's official duties and where the United States is tendering a defense on behalf of such employee, the employee will be in an official duty status for time spent in the proceeding.

Section 4 **Witness Service – Nonofficial Capacity – Private Party**

Employees serving as witnesses in a nonofficial capacity on behalf of private parties in connection with a judicial proceeding to which the United States, the District of Columbia, or a State or local Government is not a party, may request to be charged annual leave or LWOP.

Section 5 **Duration of Court Leave**

Eligible employees properly summoned for witness service or for jury duty are entitled to court leave for that period of time during their regular working hours while actually under the jurisdiction and control of the court.

Section 6 **Procedures**

- a. Employees will submit their summons to appear at court, supportive court order, or subpoena upon receiving such a court document to their supervisor;
- b. Submit written evidence of their attendance at court when returning to work.

Section 7 **Night-Shift Employees**

Night shift employees may be granted court leave either the night before or the night after their service in court. As with all other employees, night shift employees may not be excused on court leave for more work shifts than the number of days they actually serve in court, as indicated by the required evidence of attendance.

Section 8 **Court Fees**

Generally, fees received for jury duty or witness service on a non-work day, a holiday or while in a leave without pay status may be retained by the employee. Any mileage and/or subsistence allowance received

may be retained by the employee. An employee is not entitled to keep any fees paid by the court to serve as a witness or juror, during duty hours. In accordance with 5 U.S.C. 5515, an employee entitled to court leave under 5 U.S.C. 6322 who receives fees paid by the court as compensation for serving as a witness or juror during the employee's regular duty hours must report such fees to his immediate supervisor and shall have the amount of the fees credited against the employee's compensation paid by the Federal government.

Section 9* **Change of Days Off*

At the request of an employee who has been granted court leave, his/her regular days off may be changed to coincide with his/her jury service regular days off. This change of an employee's regular days off will not entitle the employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

Section 10* **Premium Pay/Differentials*

If the employee's regularly scheduled tour of duty for the period covered by court leave includes any premium pay, differentials or holiday, the employee is entitled to all premium pay, differentials, and holiday pay as if the time was worked in accordance with applicable regulations.

Section 11* **Outside Employment Court Leave*

When an employee is required to attend a judicial proceeding arising from employment as a state, county or local law enforcement officer, the employee may use annual leave, compensatory time, or leave without pay to attend the proceeding.

ARTICLE 36

LEAVE WITHOUT PAY

***Section 1* General**

An employee may be granted leave without pay (LWOP) in accordance with applicable laws and regulations. Such leave will not exceed a period of one (1) year for an individual application.

***Section 2* Submission**

Where an employee knows in advance that LWOP must be requested because annual and/or sick leave is not available, requests for LWOP will be submitted in writing on form SF-71, or on the current time and attendance system, allowing sufficient time for decision prior to the requested starting date.

***Section 3* Usage of Multiple Categories**

Granting LWOP to an employee under any one of the categories noted above should not preclude granting LWOP in another category. For example, if an employee has been granted forty (40) hours of LWOP for a personal emergency, he/she may be granted LWOP for an illness requiring hospitalization and recuperation.

ARTICLE 37

ABSENT WITHOUT OFFICIAL LEAVE/ENFORCED LEAVE

***Section 1* General**

To support a charge of AWOL, the Agency must show that the employee was absent and that either the absence was not authorized or that a request for leave was properly denied. The Parties recognize that a charge of AWOL is discretionary with the leave approving official and not automatically required when an employee fails to report for duty at his or her assigned time.

Section 2 **Guidelines**

The following guidelines will apply to AWOL:

- a. Subject to management's rights to discipline, generally, no charge of AWOL, will automatically be levied based solely on the employee's failure to follow established leave procedures. Upon review of the circumstances surrounding the failure to follow established leave procedures, a charge of AWOL may be appropriate, as determined by management. This is not intended to affect management's right to discipline.
- b. Where the Agency grants a leave request to an individual;
- c. Where an employee's illness adversely affects the employee's ability to comply with the Agency's reporting or medical certification requirements, no charge of AWOL will be levied against the employee;
- d. Where the employee demonstrates that he/she was on approved leave at the time of an alleged AWOL, the employee may not be charged with AWOL.

Section 3 **Enforced Leave**

The Agency agrees that no employee will be prevented from performing their duties or placed in a non-pay/non-work status against their will, when the agency determines that an employee is ready, willing and able to work. In addition, an employee who has presented bona fide medical documentation which supports a temporary work restriction will not be placed in a non-pay/non-work status when the employee can perform within the scope of any medical restrictions that may exist. Employees are required to provide such documentation in advance to enable management to determine whether such work is available.

ARTICLE 38

TARDINESS

***Section 1* Recognition**

Employees will report for work promptly at the time and place required. It is further recognized that situations may arise which are out of the control of the employee from reporting for duty at their scheduled time and place.

It is also recognized that the Agency has discretionary authority to determine when it is appropriate to grant a reasonable amount of excused absence to employees who are unavoidably delayed in arriving for work.

ARTICLE 39

EXCUSED ABSENCE DURING HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS

***Section 1* General**

The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Given the nature of law enforcement responsibilities, all bargaining unit police officers are designated as essential personnel. Thus, employees are expected to make an extraordinary reasonable effort to report for work during hazardous geological/weather conditions. All employees who are unable to report for duty will be granted authorized leave or if warranted, may be granted an excused absence provided the employee supplies information which, considered in conjunction with those factors listed in Section 3, satisfies the Employer that emergency conditions prevented the employee from reporting to the facility.

***Section 2* Release of Employees**

When the Employer determines hazardous geological/weather conditions exist, or are imminent, on-duty bargaining unit employees will be released as soon as possible, if operational requirements permit. Consistent with the security needs of the Employer, the Employer may authorize employees an early dismissal relative to the employee's normal departure time from work. When the Employer exempts employees from authorized dismissal times, a liberal leave policy will be in effect. Volunteers to remain on duty will be utilized to the extent possible.

***Section 3* Factors for Consideration**

In making the determination to grant excused absence, the Employer should consider reports from the employee, distance, availability and mode of transportation, reports of civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing or closing at other area facilities.

***Section 4* Agency Rights**

The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties may negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

ARTICLE 40

SAFE WORKING CONDITIONS AND ENVIRONMENTAL HEALTH PROTECTION

***Section 1* Maintenance of Safe Working Conditions**

It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to observe safety rules and practices as a measure of protection for the employee and others. As a result, the Union will at its discretion participate in any safety and

health committee established by management to meet as needed to discuss safety matters. The committee members will be comprised of two (2) representatives of the Union and an equal number of management members. The committee will operate by consensus whenever possible. When consensus cannot be reached each party may unilaterally submit its recommendations in writing.

Section 2 **Protective Equipment**

Protective equipment and safety devices which the Employer requires employees to use or wear will be provided to the employees at no cost.

Section 3 **Conformance With Safety Standards**

The Employer will have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Employer finds that such safety standards have not been met, the Employer will determine what protective equipment will be used to protect employees and permit them to work safely in the area.

Section 4 **Office Space**

The Employer will make every effort to insure that office space is in compliance with applicable regulations. When space allowing more square footage and/or more privacy exists, full consideration will be given to providing better space to employees. Each office employee will have a desk, chair, telephone and appropriate desk supplies. The Employer will make every effort to provide prompt maintenance and repair to all essential equipment determined by the Employer to be in poor working condition.

Section 5 **Employees Not Necessary**

Whenever the Employer or its designee concludes on the basis of an inspection or report that a condition exists in a work area which could reasonably be expected to cause death or serious physical harm, all Unit employees not necessary for the abatement of the dangerous condition will be withdrawn from that work area.

Section 6 **Unsafe Equipment**

No employee will be required to operate unsafe and faulty equipment. In the event that an employee reports to his/her immediate supervisor that an assignment will endanger the employee's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job.

If the supervisor has any doubt as to the safety of the work situation, the supervisor will request the assistance of the Safety and Environmental Management Division who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a serious doubt that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Shift Representative or designee and the Shift Commander, both of whom will confer with the Safety and Environmental Management Division for resolution.

Section 7 **In-House Training**

When in-house training is available, the Agency agrees to solicit volunteers for training. Volunteers will be selected and trained based upon the workload requirements of the Agency and availability of training slots for unit employees.

Section 8 **Prevention of Accidents**

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

Section 9 **Individual Examinations - Request**

The Agency will periodically examine individual employees, upon request, for effects upon them of any poisonous or toxic agents provided the employee has been exposed to a poisonous or toxic agent.

Section 10 **Vehicle Compartment**

Normally, no officer will be transported or ride in any compartment area of a police unit where prisoners are placed for transportation.

Section 11 **OSHA Blood-Borne Pathogens**

The Agency agrees to comply with OSHA blood borne pathogens standards and to equip all vehicles with blood-borne pathogen clean up kits.

Section 12 **Employee Exposure**

When an employee believes he/she may have been exposed to individuals infected with HIV/AIDS or Hepatitis, other than casual contact, the employee shall notify the Agency by making the appropriate claim. The Agency agrees to provide the employee with the appropriate forms and authorization for medical testing and treatment.

Section 13 **HIV/Hepatitis Awareness**

The Agency agrees to make HIV/AIDS/Hepatitis awareness and prevention information available to all bargaining unit personnel.

Section 14 **X-Ray Machines/Magnetometers**

The Agency will provide appropriate exposure warning indicators for employees who work at or near X-Ray and Magnetometer machines. The Agency will test and inspect each X-ray machine and magnetometer annually to confirm that the equipment is:

- a. Properly installed and grounded;
- b. That radiation emissions are within acceptable OSHA standards; and
- c. The clarity, brightness and contrast of images as well as the screen adjustability are functioning properly.

Section 15 **Agency Police Vehicles**

The Employer agrees all motor vehicles will comply with federal safety standards and guidance from the Employer's safety office. The operators of such vehicles will be trained and properly qualified drivers.

Employees are responsible for reporting all safety- related deficiencies in assigned vehicles to their supervisors.

Section 16 **Motor Vehicle Accidents**

Employees involved in a motor vehicle accident while on duty will promptly notify the Employer. The employee may be provided with the opportunity to speak with a union representative, at the employee's request, (provided it is not likely to result in an unreasonable delay, recognizing that some accidents may occur outside of agency jurisdiction) prior to providing any substantive statement about the accident if the accident is likely to lead to the imposition of disciplinary action and no criminal charges will be filed against the officer. When an on-duty motor vehicle accident occurs outside the United States Mint property and is investigated by a police agency other than the Employer, the employee, when able, will attempt to obtain the following information:

- a. Police accident report case number;
- b. Name, address, telephone number, driver's license number, class of license; vehicle insurance information, and whether any injuries have been sustained and the possible extent of those injuries of all parties involved;
- c. Whether any injured person was removed by ambulance/paramedics; the ambulance company or paramedic unit; and the hospital to which any occupant of the vehicle was taken;
- d. Whether an arrest was made; whether any traffic citation was issued; the alleged violation and return date in court;
- e. Where the vehicle(s) were towed; and
- f. Polaroid pictures of the damage to the vehicles, if possible.

Section 17 **Delivery of Documents**

The employee will promptly deliver a copy of all documents received by him/her to the Employer resulting from any legal action taken against him/her as a result of a vehicular accident.

ARTICLE 41

SAFETY AND OCCUPATIONAL HEALTH

All safety and occupational health issues will be directed to the Joint Management Labor Committee.

ARTICLE 42

INJURY COMPENSATION

***Section 1* Authority**

Benefits under the Federal Employees' Compensation Act (FECA), governs the authority for compensation benefits for an officer suffering a traumatic injury in the performance of his/her official duties. The program is administered by the Office of Workers' Compensation Program (OWCP), United States Department of Labor.

***Section 2* Procedures for Reporting/ Submitting a Claim**

When requested, an officer will be advised of his/her right to file a claim for benefits under FECA and of the procedures for filing such a claim.

***Section 3* Union Representatives**

The Union may designate one (1) representative to work together with the United States Mint in assisting officers with claims or claim related problems.

***Section 4* Obligations of the Officer and the United States Mint**

An officer, or someone acting on the officer's behalf, who submits a Department of Labor Form CA-1 (Rev. Jan 1999), Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, will do so as soon as possible, but no later than thirty (30) days after the injury. However, to be eligible for the continuation of pay, the

employee, or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of Form CA-1.

ARTICLE 43

TEMPORARY LIMITED/LIGHT DUTY

***Section 1* Request for Limited Duty**

As described in Mint Directive MD 10D-15 and 5 C.F.R. § 353, an officer recuperating from illness or injury, who is temporarily medically or physically unable to perform the duties of his or her position, may request to be assigned other duties, to the extent such duties are available and in compliance with the limitation(s) contained in their medical documentation.

***Section 2* Promotional Opportunities**

An officer will continue to be considered for promotional opportunities for which he or she is otherwise qualified. The officer is still required to take and pass any necessary physical requirement within a reasonable period of time prior to assuming the new position as required by applicable federal regulation.

***Section 3* Entitlements Not Changed**

Employees' assigned duties under the provision of this Article will continue to be considered bargaining unit employees and will be entitled to applicable provisions of this Agreement and those provided by law and regulation.

***Section 4* Officer Returning to Duty**

An officer returning to duty, after an injury or prolonged illness, will be required to secure medical clearance through the United States Mint's Health Services Office. After more than a year's absence, an officer may be required to attend training at the Federal Law Enforcement Training Center (FLETC) prior to being returned to full police duties.

ARTICLE 44

EDUCATIONAL REIMBURSEMENT

For the term of this Agreement, the Parties agree to adopt the Individual Development Program in accordance with applicable agency directives.

ARTICLE 45

FARE SUBSIDIES FOR EMPLOYEES

***Section 1* General**

Fare subsidies will be provided in conjunction with programs established by the Agency and any subsequent changes to those programs. The monthly benefit shall not exceed the amount established in these orders or the local monthly cost of public mass transportation, whichever is less.

***Section 2* Eligibility**

Employees using public mass transportation are eligible to participate in fare subsidies. Only employees who are not named on a work-site motor vehicle parking permit with the Agency Office or any Federal Agency, and who commute via public mass transportation, may participate in this program.

ARTICLE 46

OUTSIDE EMPLOYMENT

***Section 1* General**

The parties recognize that in accordance with the Standards of Ethical Conduct for Employees of the Executive Branch and other relevant statutes and regulations, an employee shall not engage in outside employment or any other outside activity that conflicts with his official duties. However, the Agency and the Union agree that the right to

engage in outside employment or any other outside activity that does not present a conflict, or violate any applicable law or regulation will not be restricted.

All employees must comply with the Agency directive including obtaining prior approval on Outside Employment and Activities and Supplemental Standards of Ethical Conduct for Employees of the Department of the Treasury when engaging in outside activities.

ARTICLE 47

CONTRACTING OUT

***Section 1* Procedures**

The Agency will inform the appropriate FOP President when it exercises its discretion to contract out work, which, as performed by the contractor could be reasonably expected to adversely impact upon conditions of employment of bargaining unit employees.

***Section 2* Information to the Union**

When the Agency has decided to contract out such work, it will, upon specific request related to a specific contract or contracts, provide to the FOP President such information pertaining to the contract and the decision as is available.

***Section 3* Cost-Study**

In the event that the Agency decides to have a cost study performed to resolve questions pertaining to contracting out such work, as described in Section 1 above, the FOP will be notified and provided a copy of any such interim or completed study.

***Section 4* Negotiations**

When a determination has been made that the contracting out of such work has, or is expected to have, an adverse impact on the bargaining unit, the Union may request negotiations thereon and negotiations will be held in accordance with this Agreement.

Section 5 **Limitations**

Contractor personnel will not issue instructions or directions directly to bargaining unit employees. Those instructions will be directed to the appropriate Police supervisor.

Section 6 **Applicable Laws**

The Agency agrees to abide by applicable federal laws, rules and regulations with respect to contracting activities.

ARTICLE 48

REDUCTION IN FORCE

Section 1 **General**

The Employer agrees to notify the Union of a decision to effect a Reduction in Force (RIF) as soon as the determination is made. The information to be furnished to the Union will be the competitive levels initially affected, the numbers of employees involved and the proposed effective date. Any RIF action, which includes furloughs in excess of thirty (30) days, will be accomplished in accordance with applicable laws, rules or regulations located at 5 C.F.R. Part 351.

The Employer agrees to notify the FOP of a decision to effect a reduction-in-force at the earliest practicable date.

Employer agrees that, consistent with management's authority provided under law, management will attempt to avoid or minimize a RIF by reviewing other such actions as may be appropriate such as reassignments of qualified employees to vacant positions, attrition or furlough, restricting recruitment and promotions.

Section 2 **No Coercion/Intimidation**

The Agency will ensure that prior to and during the RIF, employees will not be coerced or intimidated into resigning.

***Section 3* No Waiver**

This Article will not constitute a waiver of the Union's right to negotiate any other procedure applicable to a reduction-in-force not specifically covered herein.

***Section 4* List to the Union**

At the end of the RIF, the Agency will provide the Union with a list of vacancies filled during the RIF.

ARTICLE 49

UNIFORM AND EQUIPMENT

***Section 1* Maintenance**

As described in Mint Directive MD 10D-18, Police Uniform Dress and Appearance, the Agency will maintain and issue all uniforms and essential accessories. The Agency will provide alterations and cleaning of all uniforms. Replacement items will be done on a timely basis.

***Section 3* Quality**

The Agency will maintain the quality of equipment currently in use. All bargaining unit members will have the right to wear a pin showing their membership in the FOP on all uniforms.

***Section 4* Body Armor**

All bullet-proof vests and body armor will be a minimum of Level 3A and will not be utilized by the Agency beyond the manufacturer's expiration date. Body armor will be worn and maintained in accordance with Mint Directive 10D-13.

***Section 5* Equipment**

The Employer will provide all uniforms for bargaining unit employees including, but not limited to, the following items:

- a. All jackets, windbreakers and coats;
- b. All shirts and ties;
- c. All leather goods including shoes;
- d. All safety equipment;
- e. Service weapon and handcuffs;
- f. Non-deadly force equipment;
- g. Badges;
- h. Rain Gear;
- i. Helmet;
- j. A set of credentials in a leather case with a flat wallet badge; and
- k. All other equipment the agency currently issues.

ARTICLE 50

FIREARMS RANGE

***Section 1* Policy**

The Agency recognizes that proficiency in the use of a firearm and instruction in the use of deadly force is of the highest priority. The Agency, therefore, encourages officers to use police range facilities on a continuing basis so that proficiency may be maintained.

***Section 2* Use of Range**

The Agency agrees to allow officers to use the Agency's police range to the extent that such range is available so that officers can develop and maintain proficiency with the weapons used by its officers. The Agency will keep the range open for a minimum of five (5) days each month. The Agency will provide shooting glasses, supply range ammunition and range instructors.

Section 3 **Mandatory Qualification**

Mandatory qualification with the duty firearm will occur two (2) times a year for semi-automatic weapons.

ARTICLE 51

USE OF FORCE

Section 1 **Policy**

As described in Mint Directive MD 10D-6, Weapons and Use of Force, the Parties recognize that anytime an employee uses force to effect an arrest or to protect his/her life or the life of others, the officer is a potential criminal target until prosecution has been declined or a grand jury refuses to indict the officer. As a result, the parties agree that when the use of force results in injury or death:

- a. The scene will be secured.
- b. The Agency will have the officer removed from the scene upon the arrival of additional officers and supervisors.
- c. The Agency agrees to allow the officer the opportunity to speak with a Union representative or attorney prior to giving the Agency any formal statement or submitting to an interview.

Section 2 **Rights Under the Law**

Where the officer is a criminal suspect, or it is reasonably likely that the officer may be charged with a crime, he/she shall be afforded all rights under the law. If the Agency wishes to take an administrative statement prior to a determination of whether to charge the officer with a crime, the Agency will advise the officer of his/her rights in accordance with the law and in accordance with Officers Rights Under Investigation.

Section 3 **No Waiver of Rights**

No bargaining unit employee will be required or ordered to waive any right guaranteed by law, including the right not to incriminate him/herself.

ARTICLE 52

CRITICAL INCIDENT STRESS DEBRIEFING

***Section 1* Establishment of the Program**

As described in Mint Directive MD 10D-14, Employee Support Services and Line of Duty Death Procedures, the Employer and the Union agree to establish a Critical Incident Stress Debriefing (CISD) program which is designed to proactively manage the common disruptive physical, mental and emotional factors that an employee may experience after a critical incident (i.e., accidents/incidents; death of a co-worker; acts of terrorism; bomb threats; exposure to toxic materials; prolonged rescue or recovery operations and natural disasters).

***Section 2* Critical Incident Stress Debriefing Committee**

The Parties will create a CISD committee to develop a CISD Program consistent with the goals set forth in Section 1.

***Section 3* Program Framework**

A CISD program developed by the parties will insure the following:

- a. The CISD program is an education process designed to minimize the impact of a critical incident on an employee. It is not intended to evaluate an employee in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.
- b. The Union will be able to designate a bargaining unit employee to serve as a member of a CISD team. The Union may designate up to three (3) bargaining unit employees to receive formal CISD training for this purpose.
- c. The CISD will be administered in accordance with applicable Agency directives and this Agreement.
- d. No CISD member will be required to divulge or disclose any conversation or statement of the employee seeking assistance.

ARTICLE 53

PROCEDURES FOR SUBSTANCE TESTING

Section 1 **Law, Rules and Regulations**

As described in Mint Directive MD 26, Drug- Free Workplace Program, all collection and drug testing conducted by the Employer will be done in accordance with applicable law, government-wide rules, regulations, the Agency drug plan and this Agreement.

At the time an employee is notified to submit to a drug test based on reasonable suspicion, the employee will be given a written notice setting out the reasons for the referral for the drug test.

An employee who wishes to have a FOP representative, or another person of his or her choice, present during the urine specimen collection for substance testing shall be permitted to do so, provided the representative is readily available and the collection is not unreasonably delayed. The employee shall notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time, not to exceed ten (10) minutes in either instance, prior to and immediately after the sample collection.

Employees who are sent for drug testing will not be subject to any kind of search or frisk procedures and they will not be required to disrobe, with the exception of outer garments, prior to providing urine samples. Except for an employee's wallet, items such as personal belongings, including a purse or briefcase, shall remain with the outer garments. Upon reasonable belief by the person administering the test procedure that an employee possesses implements or equipment for altering the sample, the situation will be brought to the attention of agency personnel who would then directly observe the collection. Where the sample provided is outside the specified temperature range for samples, another specimen will be collected under direct observation.

Upon request, on an annual basis, the Employer agrees to provide an updated list, if available, of the DHHS approved laboratories used by

the Employer for drug testing. Also upon request, once yearly, the Employer agrees to provide the Union with the total number of police officers tested during the year.

The Employer may review at its discretion, all medical records made available by the tested employee when a confirmed positive drug test could have resulted from legally prescribed medication. An employee may provide documentation that maybe rebuttable later or the employee may be asked to provide additional documentation to support a valid explanation of a positive test result. If the Employer determines that no justification has been provided to disprove the positive results, such results will then be considered a verified positive test result, subject to later rebuttal.

Upon a positive result of a drug test, an employee may submit additional evidence to the Employer to justify a positive result. If it is determined there is no justification for the positive result, such results will then be considered a verified positive result and appropriate action will be taken. Any disciplinary action taken by the Employer in direct response to a result of a positive drug test is subject to the procedures in the Grievance Procedure of this Agreement.

Upon written request from the employee and subject to the employee records provisions of this Agreement, such employee may have access to any record pertaining to such employee's drug test and the results of any relevant certification, review or revocation of certification proceedings.

The Employer will convey information regarding the terms of the Employer's Drug Testing Program and the Employee Counseling Service to the Union President. Nothing in this provision requires the disclosure of information in violation of applicable laws; regulations or that would violate the terms of this Agreement.

An employee who voluntarily discloses problems with alcohol or legally/illegally obtained drugs, or the use of illegal drugs, and if applicable, agrees to discontinue the use of illegal drugs, and participates in the Employee Counseling Service, will normally be granted sick leave, annual leave or LWOP, as appropriate, for the time spent in counseling or treatment, consistent with applicable laws, regulations, and this Agreement.

Employer agrees to make reasonable efforts to afford employees who may be required to submit to substance testing a normal lunch and/or breaks as appropriate.

Section 2 **Employee Unavailability**

When an employee selected for random testing is unavailable for testing for legitimate reasons, the supervisor will notify the Drug Program Coordinator (DPC), who will annotate the random test list by indicating the reason for unavailability and will reschedule the employee for unannounced testing within the following sixty (60) days.

Section 3 **Post-Accident Testing**

Post-accident testing will be conducted on employees whose work performance at or about the time of an accident may have been a contributing factor to the accident, as provided for in agency directives. In general testing will normally be conducted following:

- a. a fatality;
- b. a serious injury requiring immediate hospitalization; and
- c. substantial damage to government property or private property estimated to be in excess of \$10,000.

Employees may be excluded from testing only when specific and objective information collected in the course of review of the known facts surrounding an accident shows that the employee's work performance at or about the time of the accident could not have been a contributing factor.

Section 4 **Positive Test Results**

Employees will normally be notified of a positive test result within five (5) working days of receipt of the results by the Agency DPC. Failure to comply with this time frame will not invalidate test results.

Section 5 **No Sample Provided**

Any employee unable to provide a sample will be allowed a reasonable time to provide a sample, up to two (2) hours after completion of testing for that day or the end of their shift. If the employee is still unable to

provide a sample, the employee will be rescheduled at a subsequent date in the near future for collection of another urine sample. In post-accident cases, the employee may be retained on duty until a urine sample is provided. However, an employee held over will be entitled to overtime and all other applicable premium pay.

***Section 6* Employee Subsequent Test**

An employee who wishes to obtain a drug test subsequent to the Employer's random drug test may do so on annual leave. The Employer agrees to attempt to accommodate an employee's request for annual leave to the maximum extent possible on the same day of the test.

ARTICLE 54

WARNINGS/DISCIPLINE/ADVERSE ACTIONS

***Section 1* Coverage**

This Article covers actions involving counseling, letters of warning, oral and written admonishments, written reprimands, disciplinary reassignments, suspensions, for disciplinary reasons removals, reductions-in-grade/rank or pay, or furloughs of thirty (30) days or less. The removal of probationers is an exception to this Article and will be governed by Government-wide regulations.

***Section 2* Definitions**

Adverse actions are suspensions of more than fourteen (14) days, reduction in grade or pay, furloughs of thirty (30) days or less and removals as defined in Chapter 75 of Title 5 United States Code.

Disciplinary actions are letters of reprimand and suspensions of fourteen (14) days or less.

Counseling, letters of warning, or oral admonishments are non-disciplinary actions which are grievable under the negotiated grievance procedures.

Section 3 **Just Cause/Efficiency of the Service**

Adverse actions may not be taken against an employee except for such cause as will promote the efficiency of the service. Adverse actions must be supported by a preponderance of the evidence. The Agency may not take a personnel, disciplinary or an adverse action against an employee on the basis of any reason prohibited by 5 U.S.C. 2302. Adverse actions must be determined on the merits of each individual case. Disciplinary actions shall be taken for just cause.

Section 4 **Development of Facts**

All facts pertaining to a disciplinary/adverse action will be developed as promptly as possible. Actions under this Article will be promptly initiated after all facts have been made known to the official responsible for taking action.

Section 5 **Appeal of Actions**

An employee against whom an action is taken under this Article may appeal that action to any statutory procedure or grievance procedure under this Agreement but not both.

Section 6 **Temporary Records**

Letters of Reprimand and/or Warning, and counseling are considered temporary records. The supervisor retains a copy of the letter of warning and it is not included in the employee's official personnel folder. Reference to any letter of warning may be cited in a related action that occurs within six (6) months of issuance as evidence that the employee was informed of the offense and of possible future disciplinary action. The letter must be removed at the end of the six (6) month period. Letters of reprimand may be made a part of the employee's official personnel folder and will be removed after twelve (12) months. However, letters of reprimand may be expunged from the OPF at an earlier date if agreed to by the Parties. When the letter is removed, the offense will not be used to support any future disciplinary or adverse actions. Letters of reprimand will be required for a period of twenty-four (24) months concerning subsequent disciplinary actions provided the alleged misconduct pertains to the same or similar conduct cited in the letter of reprimand.

***Section 7* Counseling Discussions**

Counseling discussions, letter of caution and/or requirements and Reports of Inquiry are methods designed to bring to the attention of the employee a violation or potential violation of rules of conduct, regulations, work practices or other matters. Such discussions will be conducted in private. The employee may have a representative present, if requested.

***Section 8* Harmful Error**

Management's action may not be sustained if a harmful error is shown pursuant to applicable, law, regulation and rule.

***Section 9* Right to Review Evidence**

An employee against whom action is proposed under this Article will have the right to review all of the information reviewed and/or relied upon, whether inculpatory or exculpatory, to support the action and will be given a copy upon request.

***Section 10* Official Time**

The employee and his/her representative will be granted a reasonable amount of official time by management of up to twenty-four (24) hours, if otherwise in a duty status, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less, or suspensions of more than fourteen (14) days; of up to sixteen (16) hours in other cases for preparation and presentation of answers to propose actions under this Article. The official time authorized may be extended upon request.

ARTICLE 55

LAST CHANCE AGREEMENTS

***Section 1* Opportunity to Sign Agreement**

In cases involving removal, the Employer may offer an employee an opportunity to sign a last chance agreement. Implementation of a last chance agreement will be for such cause as will promote the efficiency of the service.

Section 2

Modification of Agreement

Last Chance Agreements will not in any way modify or otherwise change this Agreement.

ARTICLE 56

GRIEVANCE PROCEDURE

Section 1

Definition

A grievance is any complaint by an officer concerning any matter relating to a condition of employment of the employee; or by the Union concerning any matter relating to a condition of employment of any unit employee, the Union or Employer concerning: the effect or interpretation, or a claim of breach, of this Agreement or any Mid-Term Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment for employees in the bargaining unit.

Section 2

Attempt to Resolve Disputes

The Employer and the Union recognize that disagreements will arise in a work situation. As a result, employees and supervisors are encouraged to attempt to resolve grievances or other work-related concerns informally and at the lowest level possible. However, the Employer recognizes that employees, groups of employees, the Union or the Employer are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce or engage in any reprisal against an employee or Union representative for exercising the rights contained in this Agreement and this Article.

Section 3

Exclusions

This procedure will not apply to any grievance concerning:

- a. Actions taken against an officer for prohibited political activities;
- b. Retirement, life and health insurance matters;

- c. Any suspension or removal for national security reasons;
- d. Any examination, certification, or appointment referred to in title 5 U.S.C. Section 7121(c)(4);
- e. The classification of any position which does not result in a reduction in grade or pay; or
- f. The removal of a probationary employee.

Section 4 **Exclusivity of Remedies**

In matters relating to equal employment opportunity, prohibited personnel practices, whistleblowing, adverse actions, removal or reduction in grade for unacceptable performance, reduction in grade, reduction in pay, reduction in force, and a furlough of thirty days or less, an aggrieved employee will have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both. An employee will have exercised that option when a grievance or appeal within a statutory procedure has been filed within the applicable time limits.

Section 5 **Right to Union Assistance/ Representation**

An officer is entitled to be assisted by the Union in the presentation of grievances. Any officer covered by this procedure may present a grievance without the assistance of the Union, as long as the settlement is not inconsistent with the terms of the Agreement. No other individual(s) may serve as the officer's representative in the processing of a grievance under this procedure, unless approved by the Union. The right of individual presentation does not include the right to invoke arbitration, which is reserved to the Union. If an employee wishes to be represented by a non-bargaining unit officer or employee, such representation may be disallowed if:

- a. there is a conflict of interest;
- b. the United States Mint determines that an employee's release from his or her official position would give rise to unreasonable cost or whose work assignments preclude his or her release; or
- c. the Union does not approve the designation.

When a bargaining unit officer is represented by the Union all written correspondence from the United States Mint related to the grievance will be addressed to the designated union representative. If an employee presents a grievance without Union representation, the employee will receive all correspondence.

“Union representative” under this section means any executive board officer, its labor counsel, the chief shop steward, a union steward or any other individual authorized by the Union to act on its behalf.

Section 6 **Official Time**

The grievant and his/her representative will be granted a reasonable amount of official time to prepare and present the grievance.

Section 7 **Disciplinary/Adverse Action**

In a disciplinary action or an adverse action case where a decision has been made in response to a notice of proposed disciplinary/adverse action, the grievance may be filed directly at Step 2 of this procedure with the deciding official or designee within fifteen (15) calendar days of the final decision.

Section 8 **Initiation of Grievance**

A grievance must be initiated by the Union, the Employer or the employee within fifteen (15) calendar days of the incident or knowledge of the incident which gave rise to the grievance. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the Parties.

Section 9 **Minimum Information**

Employee, union or employer initiated grievances will be processed in accordance with the following steps and will contain, as a minimum, the following information:

- a. the issue or occurrence giving rise to the grievance;
- b. the provision(s) of this Agreement, law, rule or regulation alleged to have been violated;
- c. relevant evidence and information;

- d. the relief requested; and
- e. whether a meeting is requested.

Section 10 **Steps**

STEP 1

Normally, an employee/representative will first present the grievance in writing to the supervisor who initiated the action being grieved. The supervisor will review the complaint. The supervisor may consult with the chain-of-command. The supervisor will provide a written response within seven (7) calendar days of the receipt of the grievance.

STEP 2

If the employee/representative is not satisfied with the decision at Step 1, they may seek further consideration of the grievance by submitting the grievance to the Chief of Police or designee within seven (7) calendar days of the receipt of the answer at Step 1. The Chief of Police or designee will make an inquiry into the facts and provide a written decision within seven (7) calendar days of the receipt of the grievance.

Section 12 **Invoking Arbitration**

If the Employer's decision at Step 2 is unsatisfactory, the Union may invoke arbitration in accordance with this Agreement.

Section 13 **Grievance Not Advanced**

At any step where the Union or employee does not advance the grievance to the next Step, the grievance will be deemed resolved. Where the Employer fails to respond within the allotted period and no extension of time has been requested, the union may advance the grievance to the next step.

Section 14 **Union Institutional Grievances**

Grievances filed by the Union on its own institutional behalf will be initiated at Step 2 and will be filed within fifteen (15) days of the event giving rise to the grievance. If the grievance is not resolved to the satisfaction of the Union, the Union may invoke arbitration.

Section 15

United States Mint/ Agency Grievances

Grievances by the United States Mint on its own institutional behalf will be submitted in writing to the Union's President or designee within fifteen (15) days of the event giving rise to the grievance. The Union President or designee and a United States Mint representative will meet within seven (7) days to discuss the grievance. The President or designee will issue a written decision on the grievance within seven (7) days of the meeting described herein. The decision of the Union President will specify that it is the Union's formal decision on the grievance. If the grievance is not resolved to the satisfaction of the United States Mint, the United States Mint may invoke arbitration.

Section 16

Computation and Application of Time Limits

In computing time periods for Steps 1 and 2 of this Article, should the time to either file a grievance or respond to a grievance fall on a weekend or a holiday the time limit will automatically be extended to the next business day.

ARTICLE 57

ARBITRATION PROCEDURE

Section 1

Arbitration

Within twenty (20) days following receipt of a decision at Step 2, the party who initiated the grievance will notify the other party if it intends to submit the matter to arbitration. Within seven (7) days after notification, the moving party will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) days from receiving a list of arbitrators, the parties will select an arbitrator. If the panel is unacceptable to either party one (1) additional panel may be requested. If the Parties cannot agree upon an arbitrator, they will omit one (1) name from the list alternately and then repeat this procedure until only one name remains. The person whose name remains will be selected as the arbitrator. The party striking the first name from the list in each case will be chosen by a coin toss or otherwise as agreed. As an alternative to the above procedures, the

Parties may mutually agree upon an arbitrator or panel of arbitrators to be used on a rotating basis.

Section 2 **Scheduling/Official Time/Witnesses**

The grievance will be heard by the arbitrator as promptly as practicable on a date and site mutually agreeable to the parties. The grievant will be given a reasonable amount of official time to present the grievance. All requests to schedule such time will be made by an officer directly to his/her Shift Commander. U.S. Mint employees who are called as witnesses will also be on official time. The U.S. Mint agrees to adjust the schedules of witnesses, unless operational requirements prevent, to allow them to appear at the arbitration. Each party will bear the expense of its own witnesses who are not employed by the U.S. Mint or who are not located at the duty location where the grievance arose.

Section 3 **Hearing Procedures**

As soon as possible after the selection of the arbitrator, but no later than ten (10) days before the scheduled hearing, the Parties will meet in an attempt to stipulate facts and issues in the case for joint submission to the arbitrator. The Parties will exchange copies of exhibits they intend to present. This section will not preclude a party from introducing rebuttal documents without prior notice. At this time the Parties will also exchange lists of potential witnesses to the scheduled hearing. This section will not preclude a party from introducing rebuttal witnesses without prior notice. Questions of grievability or arbitrability will be submitted to the arbitrator for decision prior to any hearing.

Where no material issues of fact exist, the Parties may agree to forego a formal hearing and present the grievance directly to the arbitrator for a written decision based on stipulations and written submissions. In such circumstances the arbitrator will be authorized by the Parties to make findings and conclusions and issue an award based on those submissions.

Section 4

Hearing Procedures

During the course of an arbitration, the arbitrator may exercise his or her authority, which may include the following: administer oaths and affirmations;

- a. make determinations as to the approving, examining and cross-examining of witnesses and introduction into the record of documentary or other evidence;
- b. rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue; limit lines of questioning or testimony which are immaterial irrelevant, unduly repetitious or customarily privileged;
- c. regulate the course of the hearing, including ruling on motions when appropriate;
- d. draw any appropriate/adverse inference if a party fails to present facts or witnesses that the arbitrator deems necessary.
- e. hold conferences for the simplification of the issues by consent of the Parties;
- f. request the Parties at any time during the hearing to state their respective positions concerning any issue in the case or theory in support thereof;
- g. continue the hearing from day to day, or adjourn it to a later date with appropriate notice;
- h. take official notice of any material fact not appearing in evidence in the record which is among the traditional matters of judicial notice;
- i. sequester or exclude witnesses where appropriate;
- j. The arbitrator will confine himself/herself to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted to him/her. The arbitrator will have no authority to change, alter, modify, delete or add to the terms and/or provisions of this Agreement.

Section 5 **Rights of the Parties**

The parties will have the right to:

- a. appear in person or by representative;
- b. examine and cross examine witnesses and;
- c. introduce into the record relevant evidence;
- d. a reasonable period prior to the close of the hearing for oral argument. Presentation of a closing argument does not preclude a party from filing a post hearing brief.
- e. file a post hearing brief with the arbitrator.
- f. No reply brief may be filed unless requested or approved by the arbitrator;
- g. have copies of all documents filed with the arbitrator at any stage of the preceding simultaneously served on the other party.
- h. To appear at the hearing on official time.

Section 6 **Award**

The Arbitrator will submit his/her award to the Parties as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her unless the Parties mutually agree to a specific extension. The award will make findings of fact and conclusions of law setting forth the basis of the decision. The decision of the arbitrator is final and binding except that exceptions may be filed in accordance with Section 8 of this Agreement.

If post hearing briefs are to be filed and the Union's advocate is an employee of the United States Mint, reasonable official time will be granted to prepare the post hearing brief. The request to schedule such time will be made by an officer directly to his/her supervisor.

Section 7 **Expenses/Costs**

The arbitrator's fees and expenses will be borne 50% by the Employer and 50% by the Union. If a verbatim transcript of the hearing is made and either party desires a copy of the transcript, the requesting party will bear the expense of the cost of the transcript and all copies they

obtain. If prior to the arbitration hearing or decision, the parties resolve the grievance any cancellation fee will be borne 50% by the Agency and 50% by the Union. If a party requests arbitration and later withdraws the request for any reason other than resolution, or requests a delay in a scheduled arbitration, that party will pay the full cost of any cancellation fee and other charges imposed by the arbitrator.

Section 8 **Exceptions to an Arbitrator's Award**

The Parties retain their rights under 5 U.S.C. §7122, 7123 and 7702. Any exceptions to an award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA). The filing of an exception with the FLRA will serve to stay any implementation of the award until the Authority renders a final decision on the matter.

Section 9 **Expedited Arbitrations**

By mutual consent and in cases other than disciplinary/adverse actions, either party may refer a particular grievance to expedited arbitration in lieu of the normal grievance process in this procedure. An arbitrator will be selected as described in Section 1 of this Article. The hearing will be conducted as soon as possible and will be informal in nature. There will be no briefs and no official transcripts and the arbitrator will issue a decision as soon as possible, but no later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties.

Section 10 **Access to Information**

In the processing and handling of grievances under this procedure, the Union will have access to such information that is relevant and necessary to the processing of a grievance in accordance with 5 U.S.C. § 7114(b)(4) and where disclosure is not prohibited by law. Should the Union make a written request for information it believes is necessary in connection with a pending arbitration the United States Mint will respond to such a request within five (5) days either providing the requested information, setting forth a schedule for the production of the requested information, or explaining why such information does not fall within the purview of Section 7114(b)(4) of the Statute. The schedule for production will include the name of the document and the specific date when the document will be produced.

In connection with a question of relevance or necessity the parties will meet in an attempt to resolve the matter. Having met, should the Parties still not be able to reach agreement on the production of requested information they will make a joint request of the Federal Labor Relations Authority for an expedited decision on the information request.

***Section 11* Attorney Fees**

Reasonable attorney fees and costs will be provided to the employee's counsel if the employee is the prevailing party and the payment of attorney fees is warranted in accordance with federal law or regulation.

ARTICLE 58

NO STRIKE

***Section 1* Legal Prohibitions**

The Union recognizes the legal prohibition in 5 U.S.C. §7116(b)(7)(A), 18 U.S.C. §1918(3) and 5 U.S.C. §7311(3) concerning the participation in a strike or asserting the right to strike against the government of the United States. Consistent with this prohibition, the Union will not call or participate in a strike, work stoppage, or slowdown of the Employer in a labor-management dispute and will not condone any such activity by failing to take action to prevent or stop such activity. For purposes of the Agreement, the term "strike" is defined as any concerted stoppage of work by employees (including a stoppage by reason of the expiration of a collective bargaining agreement) and any concerted slowdown or other concerted interruption of operations by employees.

ARTICLE 59

CALENDAR DAYS

***Section 1* Definition**

Unless specified to the contrary, whenever the term “days” is used in this Agreement, it will mean calendar days.

ARTICLE 60

PRIVACY OF MEDICAL RECORDS

***Section 1* Privacy and Security of Medical Records**

As described in Mint Directive MD 10D-15, Temporary Limited/Light Duty, when the Agency requires the employee to produce medical records from a medical provider concerning any medical condition which the employee seeks a reasonable accommodation or when the employee seeks a transitional duty assignment, medical records will be submitted to the Agency’s Health Unit for review by the Agency’s medical doctor. The Agency’s medical doctor will then provide a briefing to police managers concerning the employee’s medical condition. The Field Chief, on a need-to-know basis, will receive medical documentation including prognosis and recommendation.

ARTICLE 61

PERFORMANCE AWARDS

***Section 1* Policy**

The employer may grant a cash (monetary), honorary or informal recognition award in accordance with applicable regulations and agency directives to an employee for:

- a. a suggestion, invention, superior accomplishment, productivity gain or other personal effort that contributes to the efficiency, economy or other improvement of government operations or achieves a significant reduction in paperwork;
- b. a special act or service in the public interest in connection with or related to official employment; or
- c. performance as reflected in the employee's most recent rating of record.

Section 2 **Comparison of Job Performance**

The Employer agrees that quality step increases in accordance with applicable regulations and agency directives associated with excellent or equivalent ratings (i.e., the highest summary rating under the agency's performance management system) will be based on the comparison of job performance against written performance standards and performance ratings for duties and responsibilities of the employee.

Section 3 **Separated Employees/Heirs**

A performance award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee provided the employee was on the agency's rolls during the rating period. A cash award may be granted at any time.

Section 4 **Time Off Awards**

Time off awards (TOA) will be in accordance with, government- wide regulations and agency directives. It should be used principally to recognize contributions that are of a one time, nonrecurring nature. Employees may be granted up to thirty (30) hours of time off during a leave year without charge to leave or loss of pay. The maximum amount of time off which may be granted to an employee for any single contribution is ten (10) hours.

Section 5 **No Substitution**

A TOA may not be used as a substitute for a performance-based award and does not convert to a cash payment under any circumstances.

***Section 6* Annual Records**

The Employer will, on an annual basis, provide the FOP with which police officers received awards and the received amount of each award.

***Section 7* Goal Sharing**

In accordance with United States Mint Directive HR-31, Goalsharing, provisions will be established the Agency and all relevant unions.

ARTICLE 62

EQUAL EMPLOYMENT OPPORTUNITY

***Section 1* Policy**

The Employer agrees to provide equal employment opportunities for employees without regard to race, color, national origin, sex, age, marital status, creed, disability, sexual orientation, parental status and genetic information.

***Section 2* Employer Responsibility**

The Employer has the responsibility for promoting full realization of equal employment opportunity through a positive, continuing program in accordance with directives, government-wide rules and regulations and the law.

***Section 3* Available Information**

The Employer will make available to employees written information describing the EEO complaint process. The names and telephone numbers of EEO counselors will be posted on bulletin boards and kept current.

***Section 4* Counseling**

The responsibility for counseling employees and the formal investigation and adjudication of EEO complaints rests with the Employer. The parties incorporate by reference the requirements set forth in the rules and regulations of the Equal Employment Opportunity Commission, Office

of Personnel Management, Merit System Protection Board, Department of Treasury and United States Mint as applicable to this Article.

***Section 5* Appointment of Counselors**

When appointing Equal Employment Opportunity counselors, the Employer will consider nominations from the FOP. The FOP's nominee will be considered with other potential candidates. Appropriate training will be provided those employees selected as counselors. If the Agency selects an FOP employee, the Agency shall consult with the Union prior to the selection.

ARTICLE 63

DURATION AND EFFECT

***Section 1* Duration**

This Agreement will remain in effect for thirty-six (36) months from the date it is approved or otherwise becomes binding under 5 U.S.C. 7114(c).

***Section 2* Renewal/Renegotiation**

This Agreement will be automatically renewed for an additional period of one (1) year unless either party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given no earlier than 105 days and no later than 60 days prior to the expiration date of the Agreement. Negotiations to amend the agreement will commence not later than thirty (30) days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement will remain in full force and effect until a new Agreement is reached. Within thirty (30) days after notification and upon request of either party, the Parties may enter into and conduct negotiations of ground rules for the purpose of renegotiating a new or modified master collective bargaining agreement.

***Section 3* Local Agreements**

During the term of this Agreement, there will be no individual agreements, understandings or practices contrary to the specific terms of this

Agreement, unless such agreements, understandings or practices have been reduced to writing and signed by duly authorized representatives of the Agency and FOP.

***Section 4* Changes to the Agreement**

Any article in this Agreement may be reopened only by mutual consent. If during the duration of this Agreement a law issued from a higher authority or a decision of a court of competent jurisdiction invalidates, or requires amendment to any part of this Agreement, the Parties agree to meet within a reasonable time to negotiate substance and/or impact and implementation of the mandated change.

ARTICLE 64

CHANGES IN CONDITIONS OF EMPLOYMENT/UNION INITIATED MIDTERM BARGAINING

***Section 1* Definitions**

In this Agreement in the working relationship of the Parties, “meet and confer in good faith” means the process whereby the Employer’s designated representatives and the representatives of the FOP have a mutual obligation to meet personally and confer in order to exchange information, opinions, and proposals on matters within the scope of discussion.

“Collective bargaining” means the performance of the mutual obligation of the Employer and the Union to meet at a reasonable time, as required by law, to consult and bargain in a good-faith effort to reach agreement with respect to conditions of employment and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached.

***Section 2* General**

In accordance with applicable law, it is agreed that the Employer without prior notice to and negotiation with the Union will not change personnel policies, practices and matters affecting working conditions not specifically covered by this agreement.

Should the Employer propose a change described in this Section, the Employer agrees to provide the Union with at least fourteen (14) days written notice of the proposed change. The Union will have up to five (5) days from receipt of the notice to request a meeting concerning the change. If the Union requests a meeting, the meeting will normally be held within five (5) days of the Union's request and the Parties will review the proposed change(s). The Union will have up to five (5) days to notify the United States Mint in writing if it wishes to bargain. Should the FOP notify the United States Mint that it wishes to bargain, the FOP will include written proposals at the time of its response. The Parties will meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort will be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time periods, the Employer may implement the change(s) as proposed.

Section 3 **FMCS Assistance**

If, after a good faith effort, the Parties are unable to reach an agreement, the Parties agree to seek the services of the Federal Mediation and Conciliation Service (FMCS) to resolve their differences. If assistance from FMCS is unsuccessful, the Parties agree to submit the dispute for resolution in accordance with the regulations of the Federal Service Impasses Panel. During this period, the Employer will maintain the status quo in accordance with the law.

Section 4 **Negotiability Claim**

On any claim of non-negotiability at the level of recognition, the Employer will provide the Union with a written declaration of non-negotiability and its basis for reaching such conclusion. The Union will then be free to pursue its statutory remedies under the Federal Service Labor-Management Relations Statute and regulations of the Federal Labor Relations Authority. Should a court of competent jurisdiction find the subject proposal negotiable, the parties will negotiate as provided by, and to the extent required by law.

Section 5 **Mid-Term Proposals**

The Parties may initiate bargaining concerning conditions of employment, not specifically covered by the Agreement, on each anniversary of the effective date of the Agreement. Such notice will be tendered

in writing at least thirty (30) days prior to the anniversary date. Each party may offer no more than five (5) articles.

IN WITNESS WHEREOF the parties hereto have entered into this agreement on this **5th** day of **December**, 2018.

For Management

For the Union



**DEPARTMENT OF THE TREASURY
UNITED STATES MINT
WASHINGTON, D.C. 20220**

ATTACHMENT A TO THE UNITED STATES MINT/FOP CBA OF DECEMBER 5, 2018

Parties' Agreed Upon Revisions to Cited Provisions for the Purpose of Conforming with Agency Head Review Commentary

The disapproved provisions shall be struck and replaced with the following provisions and incorporated into the collective bargaining agreement.

Article 22, Section 1

Unless the Agency determines that the Agency would be seriously handicapped in carrying out its functions, the basic workweek begins on Sunday and ends on Saturday and is comprised of forty (40) hours of work completed over five (5) consecutive work days; the two (2) non-workdays shall be consecutive.

Article 28, Section 4(a)

Generally the Agency will follow the above procedures in sections 4(a) through 4(c) of this Article prior to issuing any corrective action, warning, disciplinary or adverse action. The Agency retains the right to issue an appropriate warning, disciplinary, or adverse action based upon the circumstances of each case.

Article 29, Section 2

Except where a leave exigency exists: employees may be authorized, at the discretion of management, the use of all annual leave, which they earn within a leave year; and all employees will be afforded the opportunity to take at least two (2) consecutive weeks of annual leave each year. If a public exigency arises which precludes an employee from using appropriately scheduled use-or-lose leave, such leave will be carried over to the next leave year in accordance with governing regulations. Exigencies for public business will be determined in accordance with applicable law, rule, or regulation.

Article 34, Section 1

Administrative leave provisions of this Article will be implemented in accordance with applicable federal laws and regulations. In no event shall an employee's total administrative leave in a calendar year exceed 10 workdays.

**Memorandum of Agreement Between
Fraternal Order of Police, First Federal Lodge of the U.S.A. ("the Union") and
the United States Mint ("Mint")**

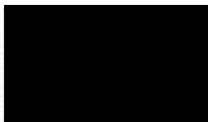
Purpose Statement

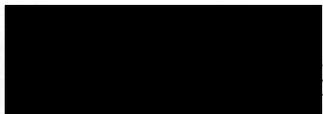
This memorandum of agreement entered into by the Union and the Mint ("the parties") addresses and resolves the consequences of the United States Department of the Treasury's ("the Department") rejection upon Agency Head Review of certain provisions of the Collective Bargaining Agreement ("CBA"), executed on December 5, 2018. The disapproved provisions were:

Article 22, Section 1
Article 28, Section 4(a)
Article 29, Section 2
Article 34, Section 1

The parties have attempted to resolve these provisions to comport with current law and government-wide rules and regulations. The revised provisions are attached hereto as Attachment A to the CBA and, upon approval from the Department, shall immediately become effective, shall supersede the prior provisions, and shall be incorporated within the CBA.

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement on this 24th day of April, 2019.


4/24/2019
Deputy Chief
Protection Directorate


4/29/19
President
First Federal Lodge of the U.S. 01F
Fraternal Order of Police

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