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PREAMBLE

This Agreement is made in compliance with Title VII of Public Law 95-454, Civil Service Reform Act of 1978, hereinafter referred to as the Statute or the Act, and Executive Order 12871, by and between the United States Mint and the Mint Council on behalf of the American Federation of Government Employees (AFL-CIO), representing Locals 51, 608, 695, 1023, 3653, and 3740.

This Agreement was achieved through cooperative, interest-based negotiations. The Partners began by acknowledging their mutual interest in and commitment to the accomplishment of the mission of the United States Mint, its products and its long-term health and viability, including the welfare of its employees. Traditional styles of position-based bargaining and posturing were replaced by a more collaborative and creative process designed to explore common interests and concerns.

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

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

Our intent is to maintain a safe, healthy, and quality workplace by creating an atmosphere where people are treated fairly and equitably. We will work together to fulfill the promise and accomplish the mission, with respect to one another.

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

ARTICLE 1
EXCLUSIVE RECOGNITION AND UNIT DESIGNATION
AND OTHER RESPONSIBILITIES

1-1. Unit Designation

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

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

1-2. Further Identity of the Parties

a. **AFGE MINT COUNCIL:** The AFGE Mint Council, composed of current Mint employees, is the national entity for the Union in respect to Unit employees as listed above and shall be referred to as the Council.

b. **ACTIVITIES:** For the purpose of the Agreement, the following are designated activities:

- San Francisco Mint – Local 51;
- Fort Knox Bullion Depository - Local 608.
- Denver Mint - Local 695;
- Philadelphia Mint - Local 1023;
- Mint Headquarters - Local 3653;
- West Point Mint - Local 3740;

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

Mint Management and the AFGE Mint Council may be referred to collectively as the National Partners.

Local Management and Local Union may be referred to collectively as the Local Partners.

Local Partners in HQ refers to the Local Union President and the affected Associate Director(s) or the Deputy Director for the Office of the Director.

Local Partners outside of the Headquarters refers to the Head of Activity or

Officer in Charge and the Local Union President.

Throughout this document the term “Partners” is used in place of the traditional term “Parties.” This change in wording refers to the changed behaviors on the part of Management and the Union. It does not indicate a change in the roles and responsibilities of Management and the Union as delineated in the appropriate articles.

ARTICLE 2 PROVISIONS OF LAW AND REGULATION

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

ARTICLE 3 PARTNERSHIP

3-1. Partnership

The Partners recognize that they can effectively promote increased quality and productivity, customer service, quality of work life, employee empowerment, efficiency and organizational performance through partnership. The Partners jointly resolve that a new relationship as full partners between labor and management is essential to accomplishing the mission of the Mint. Towards that end, the National Partners agree to establish their national and local relationships within the framework of the Mint’s organizational interest, alternative problem solving, mutual respect and acceptance, shared responsibility and accountability, predecisional communication and involvement, and sharing of information.

3-2. National Partnership Council Composition

The National Partnership Council (NPC) will be Co-Chaired by the Director of the Mint and the AFGE Mint Council President. The NPC will consist of:

- the Co-Chairs,
- one union representative from each of the Local Unions, as determined by the Local Union President, and
- an equal number of management representatives designated by the Director of the Mint.

Each NPC member may send a substitute authorized to act on that person’s behalf.

3-3. National and Local Partnership Councils

The Partners will establish National and Local Partnership Councils:

- a. National Partnership Council. The NPC develops the concepts and objectives at the national

level; provides the support, guidance, and assistance needed for successful operation of local partnership councils; and develops and provides joint training to managers and union representatives in new and innovative approaches for dispute resolution and problem solving.

- b. Local Partnership Councils. The LPC's are responsible for developing/establishing local supplemental agreements; for resolving local matters at the local level; for forwarding to the NPC matters that are national in scope or that are not resolved at the local level. The LPC's and employees will identify problems; develop, recommend, and implement solutions; and identify cost-saving measures in order to effectively accomplish the mission of the Mint. The structure and procedures of the Local Partnership Councils shall be mutually agreed upon by the Local Partners.
- c. The NPC and LPCs are authorized to establish committees, task forces or other working groups as appropriate and deemed necessary to carry out the purposes of each of these Councils.
- d. The NPC and LPCs are chartered to promote the Partner's common interest in the long-term health and viability of the organization, including the welfare of employees.
- e. The Partners agree, both national and local level will use mutual gains and organizational interest rather than traditional position-based bargaining techniques. The National Partnership strongly encourages the use of consensus decision-making before alternative decision-making techniques are used.
- f. The Partners agree to foster within the Mint a cooperative, constructive relationship between the union representatives, managers and supervisors within the partnership framework and ensure that this relationship is vigorously maintained at all organizational levels.
- g. The Partners agree that costs determined to be associated with partnership will be borne by the Mint (e.g. travel, training, etc.).

3-4. Resolution of Issues by the National Partnership Council

The National Partnership Council sets National policies and procedures that will be followed by the local Partners. If clarification/interpretation of the policy/procedure is needed by the local Partners, they must request it from the NPC. The LPC and/or local Partners are expected to use available resources (e.g. consultation with other Mint components, within or outside the facility, mediators, or facilitators) to resolve issues before elevating them to the NPC Co-Chairs. Issues, to the extent allowable by law, will not be remanded to external third parties for resolution through any formal process until the NPC Co-Chairs have been asked for assistance and recommendations within time frames specified in Article 35, Negotiated Grievance Procedure, and Article 36, Arbitration.

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

3-5 Information Sharing

In the spirit of partnership, Mint management and the union will share information, which is reasonably available and necessary for the full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining. In all cases, the Mint will attempt, in good faith, to accommodate the union's need for information. The union will similarly attempt, in good faith, to accommodate management's need for information.

Information requests by the union shall not be burdensome on the agency and the general standard applied is whether the information is adequate to resolve the issues, complaints, or grievances involved between the Partners. The Partners will share information in adherence with the Privacy Act and applicable caselaw.

ARTICLE 4 RIGHTS OF EMPLOYEES

4-1. Participation in Union Activities

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

4-2. Withdrawal of Resignation or Retirement

An employee may withdraw a resignation or retirement application at any time prior to its effective date, except in instances where the resignation is tendered in compliance with a settlement agreement, or third-party decision, provided the withdrawal is communicated to the Local Management in writing and received by the Local Management prior to its having made a commitment to fill the position of the retiring or resigning employee.

4-3. Copy of Agreement

Each current and future employee in the Unit will be provided with a copy of this Agreement by the servicing Human Resources office.

4-4. Locker Inspection

Local Management agrees to give the Local Union an opportunity to have a representative present during its inspection of a Unit employee's locker.

4-5. Adverse Material In OPF Without Employee Knowledge

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

4-6. Union Representation

An employee may request union representation if the employee reasonably believes that an

examination conducted by Management or an agent of Management may result in disciplinary action being taken against him/her.

ARTICLE 5 RIGHTS OF MANAGEMENT

5-1. Management Rights

Nothing in this Agreement shall affect the authority of any management official of the United States Mint or its field activities (hereafter referred to as the Mint):

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the Mint; and
- b. in accordance with applicable laws:
 - 1) to hire, assign, direct, layoff, and retain employees in the Mint, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;
 - 2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Mint operations shall be conducted;
 - 3) with respect to filling Mint positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and
 - 4) to take whatever actions may be necessary to carry out the Mint's mission in the event of an emergency.

5-2.

Management and Union representatives will work as full Partners at all levels of the United States Mint in the identification of problems as well as the development and recommendation of solutions in order to more efficiently accomplish the mission of the United States Mint.

ARTICLE 6 RIGHTS AND RESPONSIBILITIES OF THE UNION

6-1. Union Rights

The Union will have the right and obligation to represent all employees in the Unit; to present its views to Management on matters of concern either orally or in writing, and to meet, confer, and/or negotiate with respect to the personnel policies and practices and matters affecting working conditions of employees in the Unit. The Union shall be given the appropriate notice and opportunity to be represented at formal discussions between Management and bargaining unit employees or their representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

6-2. New Unit Employees

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

6-3. Past Practices

It is agreed that any prior benefits or practices which are not inconsistent with this Agreement and which are conditions of employment shall not be changed without the collaboration of the Partners.

ARTICLE 7 UNION REPRESENTATION

7-1. Working Relationships

The Partners subscribe to the Mint's Guiding and Leadership principles in all working relationships.

7-2. Designation of Local Union Representatives

The maximum number of representatives shall be determined through the provisions of the Supplemental Agreements Article, Article 27, in this Agreement, including any exception to no overlapping of stewards. Normally, a representative designated under this subsection will be the sole Union representative in respect to all dealings with first-level supervision in the administration of this Agreement. Each representative shall restrict his/her activity to the specific office, department, division or organizational component as the Local Union has designated to be his/her area of cognizance. The local union partner will provide their steward list in writing.

7-3. Official Time

The Partners recognize that good communications are vital to positive and constructive relationships. These communications should facilitate and encourage the amicable settlement of disputes and should contribute to the effective and efficient conduct of the Mint mission.

Union representatives may utilize a reasonable amount of official time, with supervisory approval, in connection with Labor/Management Relations and Partnership activities. Local Presidents may utilize up to 80 hours and the National President will be provided 80 hours. Unless allowed by law, no overtime is allowed for activities under this article.

Local Partners will decide which meetings and activities (such as LPC meetings, EEO meetings, advisory safety meetings or ADR activities) are required by partnership. Local union representatives will schedule representational time that is mutually acceptable with their supervisors and any other person involved. Arrangements should be made with the supervisor about reporting back to work.

7-4. Representative Training

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

7-5. Union-Sponsored Training

- a. An employee who has been designated in writing as being responsible for the transaction of labor-management business under this article may be excused without charge to leave for attendance at a training session sponsored by the Union, provided the training agenda is within the scope of the Federal Service Labor-Management Relations Statute and is of mutual benefit to Management and the employee in his/her capacity as a Local Union representative in dealings with supervisors and/or Management.
- b. The Local Union will submit an advance written request under this Section which will identify those employees it desires to attend the training session and include a complete agenda of the training session for Local Management's consideration.
- c. The Local Union will develop training plans for local union representatives that will include the tentative schedules and agendas. Execution of the plans will be by mutual agreement between the local Partners. Local management may limit the employees who may be excused for training with justifiable reasons (e.g. relating to the mission of the Mint). To be approved for use of administrative leave, the training must be mutually beneficial to management and the Union. The Local Partners after discussion will agree, on a case-by case basis and without future precedent, to the amount of time in any given year that will be used for these activities.
- d. When a new representative is designated under Section 7-2a above, Local Management will allow the new steward up to four (4) hours during working hours, without charge to the representative's leave account, to receive special Local Union representative orientation on the administration of this Agreement, no later than one (1) month from date of designation.

7-6. Internal Union Business

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

ARTICLE 8 USE OF FACILITIES

8-1. Office Space/Area and Equipment.

Local Management will provide office space and/or area, equipment, and telephones for the Local Union to use in appropriate matters in accordance with past practice. The space is subject to the same rules of use that apply to the facility. Provisions for office furniture, equipment, and supplies used for mutually beneficial activities under partnership will be worked out by the local Partners and included in the annual budget. Similar provisions will be made for the Mint Council President.

8-2. Bulletin Boards.

Bulletin board space shall be made available in designated areas of activities for the display of Union literature, correspondence notices, etc., as well as all official publications of the Council and/or the National Office of the AFGE. The Union agrees that the material posted will not attack the integrity of any individuals, government agencies, or activities of the Federal Government.

ARTICLE 9 HOURS OF WORK AND BASIC WORK WEEK

9-1. Workweek.

The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The standard basic workweek will consist of five (5) eight-(8) hour days, Monday through Friday, inclusive, except for those assignments relating to such matters as, but not limited to:

- a. operating basic utilities;
- b. continuous around-the-clock operations and/or functions;
- c. service-type functions; or
- d. emergency situations.

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

9-2. Shift Assignments.

Shift assignments shall be made on the basis of employee seniority (as determined by the local Partners), provided this will result in staffing shifts with employees who are qualified to perform the work/jobs established for such shifts. Provisions will be made for volunteers on a seniority basis. When shifts are to be established on an intermittent basis and insufficient qualified volunteers are available, a roster will be maintained and posted for the purpose of equal distribution of such intermittent shift assignments. Some exceptions to the above may be necessary in regard to training programs or training replacements when shift preference rights are being exercised.

Employees working second and third shift assignments shall receive the applicable shift differential determined in accordance with appropriate regulations. A wage grade employee regularly assigned to a night shift shall continue to receive his/her regular night shift differential during a temporary assignment, normally not to exceed thirty (30) calendar days, to the day shift or to another night shift with a lower differential when such assignment is made for the convenience of management. Excluded from this provision are shift assignments made for the personal convenience of the employee, including light duty.

9-3 Relief Period.

A relief period will be allowed to each employee twice each eight-hour day. Normally one will occur in the first half and one in the second half of the shift. In addition, a relief period will be allowed when an employee works four (4) or more hours of overtime on a day other than a regularly scheduled workday. Also, a relief period will be allowed for each two (2) hour period of overtime when the employee has already worked eight hours.

9-4 Punctuality.

Each employee is to be at his/her assigned work station, prepared to begin work promptly at the start of the shift.

9-5. Local Union President.

The Local Union Presidents and the Mint Council President may be assigned to the day shift with the understanding that all Parties may make other arrangements consistent with Management's staffing/skill requirements.

9-6. Local Rules for Hours of Work

Local rules for breaks, clean-up time and exit procedures will be developed and communicated under the guidance of the Local Partners or, at their discretion, the LPC.

ARTICLE 10 ALTERNATE WORK SCHEDULES

Alternate Work Schedules (AWS) shall be administered in accordance with Appendix A.

ARTICLE 11 OVERTIME

11-1. Overtime Definition

Authorized time spent in excess of eight (8) hours a day or forty (40) hours a week shall be considered overtime work. Fifteen (15) minutes is the minimum period of overtime that can be authorized. However, for an employee on AWS, only the hours in excess of the scheduled tour of duty in an administrative workweek is overtime.

11-2. Overtime Procedures

Step 1 - When dealing with overtime, managers should first define the business need, the positions required to meet that need, the organizational unit within which that work is normally done, (e.g. section), the number of work hours/employees required, other organizational units (e.g. branches/sections) with employees who have the same skills, and the duration of the business need.

Step 2 - Employees in the primary organizational unit (e.g. section) within which the work is normally done will first be asked to volunteer to work overtime, as described in 11-3.

Step 3 - If there are fewer volunteers than needed, volunteers will be requested from the division which contains the work involved, or its organizational equivalent. If there are more volunteers than needed to augment those identified in Step 2, the selection process will be used, as described in 11-3.

Step 4 - If there still are fewer volunteers than needed, volunteers will be requested at the facility level. If there are more volunteers than needed to augment those identified in Step 2 and 3, the selection process will be used, as described in 11-3.

Step 5 - If there are still insufficient volunteers, the manager will reassess overtime solutions against other means to meet the business need. If overtime is still needed, employees identified in Step 2 may be required to work the overtime. If there are more employees than

needed, the selection procedures will be used as described in 11-3.

Step 6 - If there are insufficient employees in the unit doing the work, employees in other organizational units may be required to work overtime. The Local Partners will develop procedures to be used in this instance. If there are more employees than needed, the selection procedures will be used as described in 11-3.

11-3. Overtime Selection Procedures

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

Normally overtime assignments will be made on a rotating basis so that, on an annual basis, employees within their branch/section, job title, and shift will be offered equal overtime opportunities. In order to make sure the rotation is equitable the local partners will define what constitutes an overtime opportunity, how it is to be counted and whether overtime worked outside of the division counts. Overtime worked and overtime offered and not worked within the branch/section will count as an overtime opportunity. Refusal of an overtime assignment(s) will not eliminate an employee from future offers of overtime in accordance with the normal rotation. Appropriate overtime rosters will be maintained and conspicuously posted within each branch/section of the activity.

Management will distribute overtime, but does not limit its right to require an employee to work overtime. Furthermore, once an employee is given or receives overtime assignments under this section, he/she must fulfill that obligation. Employees given overtime assignments who fail to report due to illness may be required to show proof of their illness in accordance with 12-14.

11-4. Required Overtime

Required overtime can create hardships for employees, but may be necessary for the conduct of the business. There are certain principles that the Partners agree to follow in these cases:

- a. An employee will be released on a case-by-case basis from the requirement to work overtime when circumstances of a health problem or undue hardship can be satisfactorily shown.
- b. The Union will bring forward problematic (e.g. repeated or egregious) instances of required overtime.
- c. Management will seek to avoid required overtime assignments that result in employees working excessively long periods without a day off.

Barring an emergency situation, any supervisor requiring overtime needs the concurrence of his/her supervisor and will consult with the Union as far in advance as possible. The local Partners will agree on how frequently they need to review required overtime.

11-5. Advanced Notification.

The Union and employees will be apprised of contemplated weekend or holiday overtime as early as possible. Management will confirm actual overtime assignments to those employees who are required to work, at least two (2) work days prior to the overtime or as soon as possible thereafter

when an earlier advance notice could not have been made.

11-6. Employees in Training

Employees in training will be offered overtime which does not interfere with the training. Employees detailed to another section will initially be considered for overtime in their detailed location.

11-7. Overtime Minimums

- a. Call-back Overtime. An employee will be paid a minimum of two hours pay at the applicable overtime rate when called back to work on an overtime basis for a period which is unconnected with the hours of work of his/her regularly scheduled basic work week.
- b. Call in Overtime Outside of Basic Work Week. If it is necessary to utilize an employee on the days outside his/her basic work week for scheduled overtime, management will make a good faith effort to provide a minimum of two (2) hours work at the available overtime rate.

11-8. Compensatory Time.

Any employee may request compensatory time off in lieu of paid overtime. Such requests will be approved unless operational needs make approval impractical or approval would create a situation that violates a law or regulation. If the request is disapproved, the reasons must be discussed with the employee. Under no circumstances will an employee be required to accept compensatory time off in lieu of paid overtime.

If an employee is prohibited from using compensatory time off by an exigency of the service, the period for use may be extended by the same officials and under the same circumstances as apply to restoration of annual leave. The extended period may not exceed a total of 24 pay periods from the date earned. Accumulated compensatory time will be used before accrued annual leave unless such usage would result in forfeiture of annual leave at the end of the leave year. The Director or Deputy Director or their designee may authorize exceptions to these policies, on a case-by-case basis, when adequate justification is provided by an appropriate official and the exception does not violate a law or regulation. All exceptions will be documented and shared with the Union.

ARTICLE 12 REQUESTING PERMISSION TO USE LEAVE

12-1. Accrual and Utilization of Leave

Employees shall earn annual and sick leave in accordance with their tenure and type of appointment in the Federal service and applicable leave regulations. Utilization of leave described in this Article will be in accordance with the provisions of this Article.

The minimum charge for leave will be one-quarter (1/4) hour.

12-2. Requesting Leave

Except for situations covered by Section 12-3 below, all requests for leave will be made to the immediate supervisor, utilizing Standard Form 71, Application for Leave. (See Appendix B).

12-3.

When a situation occurs where an employee could not have known beforehand of his/her need to be absent, his/her request for leave normally will be granted provided that the following conditions are met:

- a. If he/she (or someone acting on behalf of the employee) notifies his/her supervisor (or when the supervisor is not accessible, other designees) by telephone as soon as possible after the start of the employee's regular shift on the first work day of his/her absence, but not later than two (2) hours after the start of such shift, indicating the type of leave requested and its duration and providing an acceptable reason for being absent. The two (2) hour limitation may be waived for mitigating circumstances. The foregoing does not preclude an employee from notifying his/her supervisor or other designees prior to the start of his/her regular shift. This does not preclude alternative notification procedures being agreed to by the local Partners.

Employees who are assigned to special duty watches or continuous shift operations are expected, wherever possible, to report their unforeseen absences one (1) hour or more prior to the start of their scheduled shift, so as to enable Management to make any necessary relief arrangements with other employees.

- b. If the absence extends beyond the duration in the notification, the employee must again report such information as described in 12-3a, above.

ANNUAL LEAVE

12-4. Annual Leave Request Approval

The Partners acknowledge an employee's interest in having a prompt response to requests for leave, the supervisors need to plan work, whether the employee can be spared and the shared desire to be a high-performing organization. Employees should submit leave requests with reasonable advance notice. Employees are expected to plan their personal affairs in recognition of this requirement and Management's need for a reliable workforce. Requests for leave will be approved by the immediate supervisor. Supervisors will provide the requesting employee with timely decisions on their leave requests. If the leave is not approved or disapproved immediately, he or she will tell the employee when the response will be made. If a leave request is disapproved, the supervisor, upon request of the employee, will suggest an alternate period during which the period of leave requested could be approved.

Management will work with supervisors who repeatedly fail to address employee concerns, such as approving leave in a timely manner. The Union and Management will work together in partnership to identify problems and possible resolutions.

12-5. Vacation Scheduling.

Scheduling of annual leave will be the responsibility of the supervisor, and will be done as soon as management has knowledge of annual settlement/shutdown in order to afford the affected employees sufficient time to make his/her vacation plans. This will normally be done in the first quarter of each calendar year.

12-6. Period of Vacation Leave.

Each Activity agrees to grant annual leave for vacation purposes for at least 2 weeks or longer, where operations permit. If operations do not permit, the supervisor should discuss alternative times/options with the employee.

12-7. Conflict in Scheduling Annual Leave.

In the event of a conflict in scheduling annual leave for vacation purposes among employees in the Unit, length of service (seniority) and other skills as may be determined by the activity will govern its allocation in the absence of determinable personal hardship. No employee can exercise vacation priority over another employee more than once in a leave year.

12-8. Cancellation of Scheduled Leave.

It is recognized that the cancellation of a previously arranged and scheduled annual leave can be disruptive to an employee's personal plans and Management shall reserve such cancellations to situations where, in its judgment, the employee's services are essential. The reasons for such action will be explained to the affected employee as far in advance as possible on the Standard Form 71.

12-9. Scheduling Leave to Prevent Loss of Annual Leave.

It is the joint responsibility of employees and their supervisors to schedule leave in such a manner so as to prevent loss of annual leave at the end of the leave year. Supervisors will schedule such leave so as to assure that all activities are adequately staffed.

12-10. Adjustment of Work Schedules for Religious Observances

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

An employee may choose to work outside of his or her regularly scheduled work hours/days to earn additional hours that can be used to offset absences during times when the employee's religious beliefs required that he or she abstain from work. Before doing so, however, the employee must arrange the work with the supervisor. If the proposed work will interfere with the efficient accomplishment of the Mint's mission, the supervisor may deny the request.

This time worked will be called "Compensatory Time Earned for Religious Observances" and will be kept in a separate, unique leave account. Withdrawals from this account will be called "Compensatory Time Off for Religious Observances" and may be used only for this purpose and only when the employee's absence does not interfere with the efficient accomplishment of the Mint's mission.

Compensatory Time Earned for Religious Observances must be earned for a specific purpose and should not be earned simply to build up an account balance. It should be earned within six months of the time the employee plans to use it. If the employee cannot use the banked time for the purpose earned, additional compensatory time earned for religious purposes will not be approved until the banked amount is used.

An employee may be advanced Compensatory Time Off for Religious Observances. If an employee

uses Compensatory Time Off for Religious Observances before earning it, the employee must repay (earn) that amount within six months. Any compensatory time off for religious observances not repaid will be charged to annual leave or leave without pay.

SICK LEAVE

12-11. Sick Leave Usage

a. Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties by sickness or illness, injury, pregnancy or confinement; or for medical, dental or optical examination or treatment; or when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to contagious disease, the presence of the employee at his/her post or duty station would jeopardize the health of others.

b. Family Friendly Sick Leave

In accordance with law and regulation, employees may use up to the maximum amount of sick leave allowed by law under the Federal Employee Family Friendly Leave Act (currently up to forty (40) hours in a leave year):

- 1) To care for or otherwise attend to a family member having an illness, injury, or other condition which if an employee had such condition would justify the use of sick leave by such an employee and
- 2) For purposes relating to the death of a family member, including making arrangements for and attending the funeral of such family member.

Family member is defined as:

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

In accordance with law and regulation, employees may use up to sixty-four (64) additional hours, the maximum allowed by law, if that number of hours does not cause the employee's sick leave balance to fall below eighty (80) hours. The intent is to provide the maximum benefit allowable by law.

The amount of sick leave to which part-time employees are entitled is a pro-rated amount of full-time employees entitlement, in accordance with government-wide law and regulation.

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

Employees may be granted seven (7) days of paid leave each calendar year to serve as bone marrow or organ donors. This is without charge to the employee's sick or annual leave. This does not preclude an employee from using his or her own sick or annual leave, as appropriate and approved.

An employee wishing to use this kind of leave must submit an (SF-71) to his/her immediate supervisor.

12-12. Advance of Sick Leave.

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

- a. All available accumulated sick leave to his/her credit has been exhausted.
- b. There is no expectation that the employee is contemplating separation by retirement or resignation.
- c. A medical certificate substantiates that a serious illness or injury exists and that the employee will be capable of returning to work and subsequently fulfilling the full scope of his/her job.
- d. The employee does not have a current Notice of Warning (or similar document) or official disciplinary action in effect for abuse of sick leave.
- e. There is reasonable expectation that the employee will be able to repay the advance of sick leave.

However, an employee who meets the above conditions, but who is under a leave restriction, may be advanced up to 240 hours by the SBU head or head of the activity.

12-13. Medical Certification.

- a. Employees shall not be required to furnish a medical certificate to support an application for sick leave of three (3) work days or less, except when under written requirement to do so. Further, such employees who were on sick leave in excess of 3 work days and did not require medical attention may present a verbal or written statement to their supervisor which may waive the need for a medical certificate. When medical certification is required, the certification normally will state that it was inadvisable for the employee to be at work and the expected duration of that situation.
- b. In those rare circumstances where the supervisor needs more information to make a valid decision about the approval of sick leave, or if the employee is under a leave restriction, the supervisor may also request the limitations that prevent the employee from being at work. This might include, for example, an inability to travel to work, but would not include the medical diagnosis except when the employee is seeking reasonable accommodation for a disability.
- c. Employees who are sent home sick by the nurse or medical personnel after proper authorization shall not be required to furnish a medical certificate to substantiate their sick leave for the day they are sent home. If the absence extends beyond the day of being sent home, the employee must report his/her continued absence to the supervisor in accordance with Section 12-3, except when the illness/injury is a serious medical condition. In such cases the employee will, as soon as possible, in consultation with the attending physician apprise management of the expected duration of the absence.

- d. The Partners recognize mutual interests in accomplishing the work of the organization, facilitating scheduling, and the health and welfare of employees. Accordingly, employees are expected to request leave in advance for scheduled medical appointments, where possible.
- e. The Partners agree that employees have every right to expect that medical information shared with their supervisors will be kept confidential. Supervisors who breach this confidentiality should be disciplined. Exceptions to this confidentiality requirement are contained in 5 CFR 297, Subpart D. (Examples may include officers or employees who have a need for the information in the performance of their duties or release to a person showing a compelling circumstance affecting the health and safety of an individual, not necessarily the individual to whom the record pertains).

12-14. Sick leave restriction

- a. When there is reason to believe that an employee is abusing sick leave entitlement, the supervisor shall act in a timely manner as follows:
 - 1) The employee shall be formally counseled and advised of the possibility of future medical certification requirements should the perceived abuse continue.
 - 2) If the alleged abuse continues the employee may be required to furnish a medical certificate for each absence on sick leave. (placed on a leave restriction)
- b. Unreasonable patterns and history of unscheduled absences may be considered evidence of leave abuse and the basis for instituting leave certification requirements. Leave for which medical documentation has been provided will not be used as a basis for a leave restriction. Management must be consistent in such actions.
- c. In all such cases requiring a medical certificate, they shall be reviewed by the employee's supervisor at the end of (3) three months, for the purpose of determining whether such requirements can be eliminated. When it has been determined that the restriction is no longer necessary, the employee shall be notified that the restriction is not longer necessary, the employee shall be notified in writing and the previous notice rescinded. It is also agreed that when this requirement is to be continued the employee will be so informed in writing. Further procedures may be established by the Local Partners.
- d. Violation of a leave restriction may result in an employee being placed on absence without leave (AWOL) which may be a basis for disciplinary action. Leave restrictions, in and of themselves, are not disciplinary actions, nor can they be used as a basis for disciplinary actions. They are, however, grievable under the negotiated grievance procedure.

12-15.

Annual leave may be substituted for sick leave upon an employee's request for any instances where Management would have approved the sick leave.

LEAVE OF ABSENCE

12-16.

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

12-17.

When an employee does not have sufficient accrued leave, he/she will be entitled to leave without pay (LWOP), upon request, for the absence if it otherwise would have been approved and charged to a category of accrued leave.

12-18 Leave Without Pay (Family Medical Leave Act)

- a. The Partners recognize that leave without pay (LWOP) is an approved leave status and that use of LWOP, in and of itself, is appropriate and should not reflect negatively on the employee.
- b. The employee must notify his or her supervisor of the intent to invoke his/her request for family medical leave as soon as possible. Such requests will be submitted using the SF-71. When the need for this leave is foreseeable and the employee fails to give 30 days notice with no reasonable excuse for the delay, the supervisor may delay the taking of family medical leave until at least 30 days after the date the employee provides notice of his/her need for the leave.
- c. When the need is unforeseeable or the timing is unknown, the employee will notify the supervisor as soon as possible. That notification may be oral and, if so, must be followed up with submission of an SF-71 with supporting documentation. If an employee is aware of the circumstances that will require the absence, does not know the precise date the leave will begin, and notifies the supervisor as soon as he or she becomes aware of the circumstances, he or she will be considered to have met the 30-day requirement.
- d. The Partners agree that, in accordance with the Family Medical Leave Act, employees are entitled to a total of 16 administrative workweeks of unpaid leave (LWOP) during any 12-month period for: (a) birth of a son or daughter and care of the newborn; (b) the placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son or daughter or parent with a serious health condition; or (d) a serious health condition of the employee that makes the employee unable to perform the duties of his or her position.
- e. On a one-time basis, an employee may use up to a total of 52 administrative workweeks of unpaid leave, including the 16 weeks identified above to care for a spouse, son, daughter, or parent with a serious health condition or if the employee has a serious health condition.
- f. Employees may, at their election, substitute annual or sick leave for unpaid Family Medical leave. See Article 12-11 b for conditions under which sick leave may be substituted for unpaid FMLA leave. If those conditions are not met, only annual leave may be substituted. The substitution may not be made retroactively. In accordance with government-wide regulations, compensatory time and credit hours may not be substituted. However, compensatory time and credit hours may be used, if approved, in addition to Family Medical Leave to extend the overall period of absence.
- g. Employees may schedule and be granted up to 24 hours of leave without pay each year for the following purposes:

- 1) Participating in: school and early childhood educational activities, including parent-teacher conferences or meeting with child care providers; interviewing for a new school or child care facility; or participating in volunteer activities supporting the child's educational advancement. School refers to elementary, secondary, Head Start program or child care facility.
 - 2) Attending routine medical or dental appointments.
 - 3) Accompanying an elderly relative to routine medical, or dental appointments or other professional services related to the care of the elderly such as making arrangements for housing, meals, phones, banking services, and other similar activities.
- h. The employee must notify his or her supervisor of the intent to use leave, using an SF-71. The supervisor may request documentation in order to determine if the leave requested should be granted and what leave category is appropriate. It is understood that if an employee does not provide the documentation, the request may be denied.
- i. Supervisors are encouraged to approve additional leave as circumstances warrant.

12-19. AFGE Officers

An employee elected to serve full time in the capacity of an AFL-CIO (Headquarters) or National AFGE Union Officer will be granted leave without pay for a period of up to three (3) years. Any extension will be determined by the SBU head or the head of the activity.

ADMINISTRATIVE LEAVE

Administrative leave is an excused absence from duty, administratively authorized, without loss of pay and without charge to leave.

12-20. Voting.

- a. Eligible employees, where polls are not open at least three (3) hours either before or after their regular hours of work, will be granted a sufficient amount of administrative leave for the express purpose of voting so as to allow them to report for work three (3) hours after the polls open, or to leave work three (3) hours prior to closing of the polls, whichever requires less time. Specific instances wherein this procedure does not allow employees to reach their polling places in sufficient time to cast their ballots will be brought to the attention of the supervisor by the employee at least two (2) weeks prior to the voting date. In those cases which justify the granting of additional time, Local Management will grant such additional time as is necessary, but not to exceed a full day.
- b. For employees who vote in jurisdictions which require registration in person, administrative leave to register may be granted on the same basis as administrative leave to vote, except that no administrative leave shall be granted if registration can be accomplished during non-duty hours.

12-21. Jury or Witness Service.

- a. An employee, when called for jury duty or witness service in a judicial proceeding on behalf of the U.S. Government, the District of Columbia, or a State or Local Government, will be granted court leave, if the employee would have otherwise been in a duty/pay status for the period of jury

duty or time required in court as a witness. Similarly, court leave will be granted when an employee appears as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or Local Government is a party. The employee shall promptly submit to his/her supervisor a copy of the summons for jury or witness service, so as to provide as much advanced notice as possible, prior to the beginning of such service. In exceptional cases, where the employee's services are absolutely necessary to meet critical deadlines, Local Management may request the employee's release from jury duty. Matters related to compensation and fees shall be administered in accordance with applicable regulations.

- b. The employee shall present to his/her supervisor a signed jury or witness service time card or other satisfactory evidence of the time served on such duties.
- c. Any fees received from the cognizant court for either jury duty or witness service while on court leave must be turned in to the supervisor or the local facility's accounting division. Excluded are any allowances for meals, transportation, etc., which may be retained by the employee.
- d. An employee who is scheduled to work other than first shift and who is called to jury or witness service will be temporarily assigned to first shift, without loss of differential, for the period served.

12-22 Leave for Maternity and Paternity Purposes.

Employees may use sick, annual, or leave without pay (or a combination) for maternity or paternity purposes. This can include accrued and advanced leave that may be used under the terms of the Family Medical Leave Act provisions.

12-23. Leave for Bereavement

- a. An employee may be granted the amount of time of his/or her request, up to five days of annual leave or leave without pay (LWOP), to mourn the death of a family member. Family member has the same meaning as stated in 12-11b. An employee may be granted additional annual leave upon request. Normally, documentation in support of requests for this leave will not be required. In unusual circumstances, however, a supervisor may request such documentation (e.g., obituary or death certificate) before approving this leave.
- b. If an employee has to make funeral arrangements for or attend the funeral of such a family member that absence may be charged to sick leave as provided for in Section 12-11.
- c. An employee may use sick leave as provided in 12-23b in addition to annual leave as provided in 12-23a, so long as the basis for each exists.
- d. If an employee's immediate relative, as defined in 5 Code of Federal Regulations 630.803, dies as the result of a wound, disease or injury, incurred while serving as a member of the United States armed services in a combat zone, the employee shall be granted funeral leave not to exceed 3 workdays without loss of or reduction in pay or leave. The 3 days do not have to be consecutive, but if not, the employee will give the supervisor the reasons.

TARDINESS AND BRIEF ABSENCES

12-24.

Occasional tardiness up to one (1) hour in fifteen-minute increments may be excused when reasons are acceptable to the supervisor, even if the employee has been cautioned or disciplined for leave or tardiness abuse. An employee with a good attendance and punctuality record will be excused without charge to leave when the employee has good and sufficient reason and the occasion for such tardiness is infrequent.

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

12-25 Voluntary Leave Transfer Program

Employees are entitled to donate and receive leave for medical emergencies in accordance with law and regulation. Provisions for administering the leave transfer program may be established by the Local Partners.

ARTICLE 13 POSITION DESCRIPTIONS AND JOB CLASSIFICATION

All unit positions will be reviewed on a periodic basis to ensure that they are properly classified. All equally titled positions should be equally graded provided that the duties and responsibilities are comparatively equal. The employee will be encouraged to discuss any changes or inaccuracies in their position descriptions with their supervisors. Employees may also ask the local Human Resources office to explain the basis for their job classification and may file an appeal of that classification.

ARTICLE 14 ENVIRONMENTAL DIFFERENTIAL PAY

14-1. Environmental Differential Pay

This Article delineates the method for determining the conditions under which environmental differential pay (EDP) will be paid.

- a. The Local Partners shall incorporate into their local supplemental agreement those specific Mint-authorized work situations where EDP will be paid to Unit employees for time actually exposed to such environments, consistent with the guidance provided in 5 CFR 532, Subpart E.
- b. When either Local Partner has sufficient information to demonstrate that a work situation, not addressed by the process of 14-1a above, may warrant EDP, it will serve written notice on the other of this observation for the purpose of meeting and negotiating on the situation. Any agreement reached will be reduced to a Memorandum of Understanding and, where applicable, appended to the local supplemental agreement.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

15-1. Mutual Subscription

The Partners, in fulfilling their respective responsibilities, subscribe fully to the principle of Equal Employment Opportunity and, in the administration of this Agreement, shall not discriminate against any employee because of age, race, color, religion, sex (gender), sexual orientation, national origin, or physical or mental disability.

15-2. Affirmative Employment Program Plan

The Partners will promote the full realization of Equal Employment Opportunity by supporting the Mint's Affirmative Employment Program Plans, including local plans, along with other appropriate EEO information, will be prominently posted and made available from the servicing EEO Office.

The appropriate local and/or national Partners will participate in the development of Affirmative Employment Program Plans.

15-3. Activity Equal Employment Opportunity Advisory Committee

Activity EEO Advisory Committees will include an activity employee designated by the Local Union as the Local Union's representative. Each EEO Committee will function as a continuing link between employees and Management on the EEO program and policy. Matters covered may include, for example: awareness of EEO programs; suggested recruitment and outreach strategies; and other matters that will foster a diverse workforce and equal employment opportunity. The Committee is to be only advisory and consultative in nature. The Committee will be composed of the EEO Officer, the Federal Women's Program Manager, the Black Employment Program Manager, the Hispanic Employment Program Manager, Asian Pacific Island Program Manager, Native American Program Manager, Persons with Disabilities/Disabled Veterans Program Manager, the Union representative and Management/staff officials. The EEO Officer may add other unit employees to the Equal Employment Opportunity Advisory Committee after consultation with the Local Union President. The provisions of this section need not apply at activities with small employee populations.

15-4. EEO Counselors (EEOC's)

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

15-5. Reports.

When any reports are required by the Affirmative Employment Program Plan/EEO reports of accomplishments and statistical information the cognizant Local Union will receive a copy. Subject to the head of the activity approval, this type of information may also be posted on the official bulletin

board.

15-6.

In all aspects of equal employment opportunity, the parties shall be bound by regulatory guidelines in EEO, Civil Rights and Affirmative Employment for Federal agencies pursuant to law and regulation.

15-7. Complaints

Employees who believe that they have been discriminated against should see an EEO counselor. The presentation of an informal EEO complaint to an EEO counselor shall not constitute an irrevocable election to use the statutory EEO appeals procedures or the negotiated grievance procedure. EEO counselors shall inform employees that they must choose to file either a grievance or an EEO complaint, but not both. In either event, alternative dispute resolution procedures may be used at the employee's election. However, failure to inform the employee shall not be subject to the negotiated grievance procedure.

Information about the EEO complaint process is available from EEOC's and facility EEO managers. Information about the negotiated grievance procedure and ADR process are in Articles 35, Negotiated Grievance Procedures and Article 34, Alternative Dispute Resolution, respectively.

15-8.

In the case of an employee with disabilities who, even with reasonable accommodation, cannot perform the principal duties of his/her position, any determination regarding reassignments will be consistent with 29 CFR Part 1614.203.

15-9.

In the case of a selection for a position where under-representation has been identified by the Affirmative Employment Action Plan, qualified candidates from the minority, female, or other protected classes shall be given full consideration in accordance with law and under merit promotion procedures.

**ARTICLE 16
DETAILS AND PROMOTIONS**

16-1.

The Partners mutually agree that the purposes and intent of the provisions contained herein are to provide procedures which will help to ensure that positions are filled in a consistent manner with equity to all employees.

16-2. Basic Coverage

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

16-3. Documentation of Details and Temporary Promotions

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

16-4. Details

- a. A detail is the temporary assignment of an employee to a different position for a specified period of time with the employee returning to his or her regular duties at the end of the detail. The employee's position of record and its title, series, and grade is the one to which the employee is permanently assigned and is not affected by a detail.
- b. A detail to a higher-grade position is limited to 14 consecutive calendar days. If an employee is detailed to a higher-graded position for 15 consecutive calendar days or longer, a temporary promotion is effected on the first day of the temporary assignment. This may require processing the action to make it retroactive .
- c. If an employee is detailed to a lower-graded position to meet management needs or under the provisions of Article 26-6 (light/limited duties), the employee will continue to be paid at his or her permanent grade. If an employee is detailed to a lower-graded position at the employee's request and if the detail lasts more than 180 calendar days, the detail will be:
 - 1) terminated; or
 - 2) continued at the employee's request, which will require a temporary change in pay to the lower grade; or
 - 3) continued at Management's request at the employee's current grade.

Before c(2) is effected, the servicing human resource management office will advise the employee of the implications of that choice.

- d. A detail to a position of the same or lower grade will be made in increments of not more than 120 days.
- e. When a detail, or a series of details to a higher-grade position, or one with greater promotion potential, accumulates to more than 90 calendar days in the previous 12 months, the assignment must be made on a competitive basis. In unusual circumstances, the local Partners may agree to extend this to the regulatory limit of 120 calendar days.
- f. A detail to an unclassified position is limited to 120 calendar days, unless the Local Partners agree to grant an extension.
- g. When details extend beyond a year, the Local Partners will review the detail and recommend possible alternative actions.
- h. Details will not be used as a mechanism to provide employees with an unfair advantage or opportunity.

16-5. Temporary Promotions

- a. Temporary promotions may be made when management determines a need to assign an employee to perform the duties of a higher-grade position. Any selection under this part will be among employees who meet the qualification and eligibility requirements of the position.
- b. A temporary non-competitive promotion will be made when, consistent with 16-5a, management determines that there is a need to assign an employee to a higher-grade position for a period of fifteen (15) consecutive calendar days or more when any of the following conditions are met:
 - 1) The incumbent of such higher-level position is on extended absence,
 - 2) To assure responsibility for an increased workload for a limited period of time,
 - 3) To participate in a special project which will last a limited period of time, or
 - 4) To fill a position that has become vacant until a permanent appointment is made.
- c. When a temporary promotion, details to higher-grade positions, or a series of these accumulate to more than 90 calendar days in the previous 12 months, the assignment must be made on a competitive basis. In unusual circumstances, the Local Partners may agree to extend this to the regulatory limit of 120 calendar days.
- d. Non-competitive temporary promotions made under this section will be made in a fair and equitable manner among eligible employees without regard to race, color, sex (gender), sexual orientation, age, marital status, national origin, religion, or physical or mental disability.
- e. When a wage grade employee remains in his or her position and is assigned duties that are of a higher skill and qualification level that last for 15 consecutive calendar days or more, he or she will be temporarily promoted so long as he or she meets the qualification requirements.

16-6. Temporary Promotions to Non-Bargaining Unit Positions

Temporary promotions to non-bargaining unit positions are not covered by this Agreement. However, if a bargaining unit employee is temporarily assigned to a higher-grade, first-level supervisory position for 15 consecutive calendar days or more, he or she will be given a temporary promotion. When a temporary promotion or a series of temporary promotions accumulates to more than 90 calendar days in the previous twelve months, the assignment must be made on a competitive basis. In unusual circumstances, the local Partners may agree to extend this to the regulatory limit of 120 calendar days. However, temporary promotions under this Section will be effected in accordance with applicable regulations.

16-7. Filling Positions Through Competitive Action

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

a. Covered Actions

The following types of actions, as defined in each section, will be made on a competitive basis,

unless exempted in 16-7b.

1) Promotions

- (a) Any selection for permanent promotion to a higher grade or to a position with greater promotion potential than the employee has ever held in a permanent position in the competitive service.
- (b) Any selection for temporary promotion to a higher grade for more than 90 days. This promotion can be made permanent without further competition, provided the temporary promotion was made through permanent procedures and the potential for permanent promotion was made known to all potential applicants.

2) Reassignments and Demotions

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

3) Details

When a detail or a series of details to higher-grade positions, or positions with greater promotion potential, accumulates to 90 calendar days in the previous 12-month period, the assignment must be made on a competitive basis. In unusual circumstances, the Local Partners may agree to make an assignment noncompetitively for an aggregated period of up to 120 calendar days.

4) Transfers and Reinstatements

A selection of a current or former Federal employee to a permanent position at a higher grade or position with greater promotion potential than any position the employee has held on a permanent basis in the competitive service.

5) Training

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

b. Exemptions

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

- 1) Selection for training related to the employee's current job, including training related to higher-graded duties the employee will assume through previously competed career promotion.
- 2) Promotion to positions which have been up-graded without significant change in duties and responsibilities on the basis of either the issuance of a new classification standard or the correction of a classification error;
- 3) Re-promotion to grades or positions from which an employee was demoted within the competitive service without personal cause; that is, without misconduct or inefficiency on the part of the employee and not at his/her request;
- 4) Promotion of occupants of career-ladder positions to the full performance level;

- 5) Temporary promotions for 90 calendar days or less
- 6) Promotions resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities;
- 7) If an employee has been competitively selected for training under Section 16-7(a)(5) for a particular identified position, the promotion to the higher grade may be made without further competition.
- 8) Promotion of an employee who has exercised a priority consideration for a position which the employee is qualified.
- 9) Any other action authorized by law or existing government-wide regulations (e.g. promotions when directed by an appropriate authority, such as judges, arbitrators, FLRA and other appropriate authorities acting within the scope of their authority).

16-8. Vacancy Announcements

- a. Vacancy announcements will be published prior to filling any position covered by Section 16-7a. Vacancy announcements may be for an individual vacancy or for compiling a register that will be used for filling recurring vacancies over an indicated period of time not to exceed six months. The vacancy announcement will be posted for ten(10) work days or, at the agreement of the Local Partners, five (5) workdays on official bulletin boards. Announcements will contain such information as:
 - 1) Announcement number;
 - 2) Opening date;
 - 3) Title, series, and grade of an individual vacancy or titles, series, and grades of all positions covered in announcement will be used for compiling a register.
 - 4) Geographic location of the position;
 - 5) Brief summary of the duties of the position together with an indication of where additional information may be obtained;
 - 6) Minimum OPM qualifications required;
 - 7) Selective placement factors, if any;
 - 8) Closing date, or statement that announcement is open continuously;
 - 9) Statement of Equal Employment Opportunity
 - 10) Area of Consideration
 - 11) How to Apply

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

- b. Two copies of all vacancy announcements will be furnished to the Local Union President (or designee) at the activity where the vacancies exist. The Mint will furnish two copies of Mint-wide announcements to the Mint Council President.
- c. If Local Management determines that a vacancy announcement needs to be changed, the original announcement will be amended or reissued with appropriate extension of the closing date.

16-9. Area of Consideration

Search for candidates for all positions within the Unit will include employees of the Local activity and applications from other Mint facilities.

16-10. Applying for Promotion

- a. Employees must submit an application for each vacancy or roster for which they wish to be considered. An individual application must be submitted for each available vacancy on or before the closing date specified on the vacancy announcement except as provided in 16-10b.
- b. Applications will be accepted from a co-worker or supervisor having knowledge that an employee on approved leave or travel would be interested, or from the employee upon return to work, provided the rating process is not too far advanced for him/her to be considered.
- c. All candidates for a particular vacancy must be qualified and eligible in all aspects no later than 14 calendar days after the closing date of the announcement.
- d. If a vacancy announcement is canceled, the reason for the cancellation will be provided to each Mint applicant and to the Union.

16-11. Evaluation of Eligible Applicants

If an employee needs an appraisal of potential or performance in order to apply for a vacancy, the supervisor will provide a fair and objective appraisal in a timely manner. Any such appraisals must be discussed with the employee, who may append any comments. The employee may attach his or her last rating of record to meet any Mint requirements for a performance rating.

16-12. Promotion Rating Panels

- a. Each promotion panel for specific Unit vacancies shall have three or more members, as designated by management. Panels for bargaining unit positions will include at least one bargaining unit employee, chosen with the concurrence of the union. Absent mutual agreement, management reserves the right to appoint panel members following discussions with the union and will inform the union of the reason for the decision. Consistent with applicable law and government-wide regulations, the Union upon written request, will be provided access to all relevant personnel records made available to the panel evaluating or rating applicants for promotion to Unit positions.
- b. Rating/Ranking Process

The evaluation factors to be used by the promotion rating panel will be established by management in accordance with merit system principles. The promotion rating panel will rate each applicant under such evaluation factors, in accordance with established OPM evaluation techniques, based upon information provided by or in: a supervisor's appraisal form, the official personnel folder when the applicant is a local employee and the applicants submitted materials. A personnel specialist will be assigned to the panel to provide technical assistance and guidance, and to brief and instruct panel members when appropriate. After the ratings are determined, the specialist will review to ensure that the rating criteria were properly applied, compute the scores, and rank the applicants numerically.

c. Prohibitions, Confidentiality and Other Requirements

No panel member may be a candidate or a selecting official for the position to be filled. Where possible, all members of the panel must be a grade equal to or higher than the grade of the position to be filled and should be familiar with its job requirements. The Partners agree that, to the extent possible, minorities and women will be represented on promotion rating panels.

16-13. Promotion Certificates

Promotion certificates will be limited to a Best-Qualified List of not more than 10 candidates for a single vacancy, as determined by their numerical score. If more than 10 candidates are equally qualified, length of service in the Mint will be used as a tiebreaker in order to limit the size of the promotion certificate. If there are only one or two Best-Qualified candidates, their applications will be furnished to the selection Official for consideration before the area of consideration is expanded. For each additional vacancy, two (2) additional names will be added to the Best-Qualified List. The selection list will be prepared by listing the Best-Qualified candidates in alphabetical order.

HR will formally notify the Local Union President when a certificate of Mint employees is sent to the selecting official in accordance with Section 15 of this Article.

16-14. Selecting Official

- a. The selecting official normally will be from the department/division in which the vacancy exists.
- b. The selecting official shall have the option of interviewing the candidates for a particular vacancy. However, if one candidate on the promotion certificate is interviewed, all local activity candidates on the certificates must be given the opportunity for an interview.
- c. The selecting official shall first consider selecting from among the Best-Qualified candidate(s) as determined above, on his/her judgment on how well the candidates will perform in the particular job being filled. If the selecting official does not select from among the Best-Qualified candidates he/she may request that the area of consideration be expanded. When this is done, the selecting official must record on the initial certificate his/her reason(s) for not desiring to make a selection from the certificate.

16-15.

Management recognizes that it is important for a number of reasons, including maintaining morale, to try to select internally when the internal candidates are equally qualified to the candidates available from outside sources. Therefore, regardless of the recruiting scope, Mint employees will be referred to the selecting officials for bargaining unit positions before non-Mint employees are referred. The exceptions to the requirement that Mint employees be referred before non-Mint employees are limited to the following two situations:

- 1) where past experience has shown that few, if any, employees would qualify or apply for the position; or
- 2) where recent (within the prior 3 months) recruiting for the position has produced no qualified candidates.

If referred, Mint employees not selected may request an interview with the selecting official. The purpose of the interview is to provide the employee with the reasons for the non-selection and to provide guidance on how the employee may be more competitive in the future.

16-16. Review of Promotion Actions.

The Local Union, when representing an employee or upon request, will be permitted to review all records used as a basis for evaluating and rating an employee for a specific promotion action to the extent permitted by law. If it is determined that the employee was not given proper consideration, he or she will be given priority consideration as provided for in Section 16-17.

16-17. Priority Consideration

If an employee was not given proper consideration in a promotion action, he or she will be given priority consideration. This means that the employee will be referred, non-competitively, before competitive candidates for a position at the same or lower grade as the position for which not properly considered. The employee may choose when to exercise this entitlement, which may be used only once for each improper consideration. However, if the employee exercises this entitlement and the recruit action is canceled, the entitlement will not be considered to have been exercised by the employee. The entitlement is to consideration, not selection. In accordance with government-wide regulations, priority consideration will be afforded after any affected displaced or surplus employees have received proper consideration.

16-18. Repromotion Consideration

If an employee was demoted without personal cause (i.e. without misconduct or inefficiency on the part of the employee and not at his/her request), he or she is eligible for repromotion consideration to an equivalent position (same grade as that from which demoted) prior to the issuance of a vacancy announcement. An employee who has satisfactorily performed in the position is considered "highly qualified" if he/she was rated as fully satisfactory during the time he/she formerly held the position. This referral will be made before competitive or priority consideration candidates. In accordance with government-wide regulations, priority consideration will be afforded after any affected displaced or surplus employees have received proper consideration.

16-19. Advancement

There are a variety of sources employees can use to obtain information about advancement. These include, but are not limited to:

- 1) The employee's current supervisor, who can provide information about what the employee needs to do to advance in his or her current position;
- 2) The selecting official for a position the employee applied, but was not selected for can provide information about the reasons for the nonselection; and
- 3) The servicing HR organization, which can provide information about career options.

It is the employee's responsibility to seek out information of interest to them. It is management's

responsibility to be responsive to the employee's request.

16-20

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

16-21. Development of Alternative Promotion Methods, Procedures, and Processes

The Partners recognize that more efficient and timely merit promotion methods, processes, and procedures may be of benefit to employees and may improve the Mint's business results. Therefore, with the prior approval of the Co-Chairs of the National Partnership Council (NPC), the Local Partners may negotiate and implement alternative methods, processes, and procedures to those contained in the following Sections of this Article: 16-8, Vacancy Announcements; 16-10, Applying for Promotions; and 16-12, Promotion Rating Panels. Examples of such methods are skills bank systems, electronic vacancy announcements and applications, etc.

Any alternatives negotiated and implemented must adhere to the spirit of this Article and provide all of the equivalent notification, information, application, review, and other employee safeguards as contained in this Article. Periodic reports will be made to the full NPC, which will determine the final disposition of the alternatives developed (e.g., expansion to other facilities or continuance or termination at the originating facility).

ARTICLE 17 TRAINING AND EMPLOYEE DEVELOPMENT AND UPWARD MOBILITY

17-1. Training and Employee Development.

In line with the Mint's Strategic Plan goals regarding investing in people and recognizing that training and employee development is an investment in the future, the Partners are committed to supporting programs that will help employees prepare to accomplish the Mint's mission in the most effective and efficient manner possible.

17-2. Shared Responsibilities for Employee Development

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

- a. Tuition Assistance
- b. Creation of Individual Development Plans
- c. Applying for positions and
- d. Upward Mobility/Apprenticeships

17-3. Employee Responsibilities for Career Development

Employees are responsible for:

- a. their own careers,
- b. for self development,
- c. for successfully completing and applying authorized training, and
- d. for fulfilling any agreement to remain employed at the Mint for a specified period of time, if applicable.

In addition, they share with management the responsibility to identify training needed to improve individual and organizational performance and to identify those methods.

Employees are encouraged to seek guidance from their immediate supervisor or from their human resource management office if they are interested in learning about career opportunities. They will be furnished information about lines of career progression, education requirements, and available or anticipated future job opportunities.

17-4. Management Responsibilities for Employee Development

Management is responsible for:

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

17-5. Local Partner Responsibility for Employee development.

The Local Partners will jointly inform employees annually about local programs and resources. The National Partners will jointly inform employees annually about the IDP and Tuition Assistance Programs.

17-6 Union Responsibilities for Employee Development.

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

17-7 Upward Mobility

Management shall pursue a viable Upward Mobility Program. Any proposed changes, to the extent feasible, will be provided to the Union through existing procedures for the Union's review, comment and possible request to negotiate on such proposal.

17-8. Upward Mobility Programs

The Upward Mobility program is designed to provide opportunities for employees who are in lower-graded positions and who are not presently qualified for higher-level positions. The extent of any activity's Upward Mobility endeavors will depend on, among other things:

- a. The number of lower graded employees having the requisite potential;
- b. The number and type of target positions available which would link employee potential with positions in support of the activity's operations;
- c. Available training resources; and
- d. employment ceiling and budget constraints.

17-9

The Local Partners will jointly identify positions that may be appropriate for the upward mobility program. If Management chooses to fill a vacancy through this program, the vacancy will be filled at a grade level that is lower than the target grade level and one of the evaluation criteria used for selection will be employee potential.

Positions designated by management for upward mobility opportunity have the following objectives:

- a. to provide employees with skills and knowledge to function satisfactorily in designated positions and obtain qualifications for such positions.
- b. to effectively utilize employee potential within available positions;
- c. to provide opportunities for employees whose current assignments offer no further advancement; and,
- d. to motivate employees toward higher levels of productivity and personal achievement.

17-10.

On an annual basis, the NPC will review the upward mobility program at each facility to determine whether it is being used effectively. The NPC will bi-annually review the tuition assistance program and effect necessary changes.

The Mint is committed to providing mission-related training, to the extent allowed by budgetary and operating constraints. Mission-related training is any training requested by an employee that is determined by the Mint to be valuable to the performance of the duties of any position within the Mint, is not specifically related to the employee's current position, but provides the employee with skills or knowledge that he or she can use to support the mission of the Mint.

If an employee wishes the Mint to share the cost of mission-related training, he or she must have an Individual Development Plan (IDP). The employee is responsible for initiating the IDP. The supervisor is responsible for providing assistance and the servicing human resources management is responsible for providing support and information.

Completion of training does not guarantee future job placement, except in cases where the employee competed for a training program designed to lead to promotion.

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

ARTICLE 18 REDUCTION-IN-FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION

18-1. Employment Stability

Management and the Union jointly recognize the desirability of maintaining employment stability. It is also recognized that occasions may arise where adjustments of the work force may be necessary either by reduction-in-force, transfer of function, or reorganization.

18-2. Reduction in Force, Transfer of Function and Reorganization Definitions

- a. A reduction-in-force is the release of employees from their competitive level by: separation; demotion; furlough for more than thirty (30) days; or reassignment requiring displacement of another employee when lack of work or funds, reorganization, reclassification due to change in duties, or the need to place a person exercising reemployment or restoration rights requires management to release the employee.
- b. A transfer of function is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another commuting area. In accordance with title 5 CFR 351, this does not include a transfer when the function is virtually identical to functions already being performed in the other competitive area(s).
- c. A reorganization is the planned elimination, addition, or redistribution of functions or duties in an organization.

18-3. Union Notification.

The Union will be informed of any pending reduction-in-force, reorganization, and/or transfer of function, and the reasons therefore, as soon as possible before effecting such action and prior to notification of Unit employees. The Union will also be informed of the approximate number and types of positions affected, the affected local competitive levels, the date of the action, and any significant changes thereto, as soon as this information is available. Management agrees to provide this information in writing to the Union. This does not preclude the Local and/or National Partners from

negotiating agreements that provide appropriate arrangements for employees adversely affected by the impact or realignment of work force or technological change.

18-4. Regulatory Procedures.

The reduction-in-force procedures used will be in accordance with provisions of this Agreement and with those prescribed by the Office of Personnel Management and the Department of the Treasury, which provide relative retention preference based on tenure, veteran's preference, length of service, and performance rating.

18-5. Time Allowed to Accept or Reject Offer for Reassignment or Change to Lower Grade

Employees who are offered a reassignment or change to lower grade in lieu of separation by reduction-in-force must indicate their acceptance or rejection of the offer within seven (7) calendar days from the time of notification.

18-6. Reemployment Priority List.

- a. Career or career-conditional employees who are separated by reduction-in-force, and who are otherwise eligible, will be placed on the Reemployment Priority List in accordance with appropriate regulations and will be given priority consideration in the filling of vacancies, before such vacancies are filled by appointment or transfer of other eligibles, except as otherwise required by law or regulation.
- b. Separated employees of the Unit whose names are included on the Reemployment Priority List will be given first consideration in hiring to fill positions for which they are qualified, where such positions are to be filled on a temporary or time-limited basis. Acceptance or rejection of a temporary or time limited position will not affect reemployment priority consideration for a permanent position.

18-7. Information for Employees Scheduled for Separation.

The Mint shall provide complete information needed by employees to fully understand the action and how and why they are affected. The Mint shall:

- a. Inform all employees as fully and as soon as possible of the plans or requirements for actions in accordance with applicable rules and regulations;
- b. Inform all employees of the extent of the affected competitive area, the regulations governing such action and the kinds of assistance provided to affected employees,
- c. Maintain and publicize a list of vacancies Mint-wide and maintain a copy of Government-wide job bulletins.

18-8. Use of Authorized Time and Facilities for Displaced Employees

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

- a. Preparing, revising, and reproducing job resumes and/or job application forms;
- b. Participating in employment interviews;
- c. Using the telephone to locate suitable employment and
- d. Reviewing job bulletins, announcements, etc.

Such employees will also be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment: telephone, reproduction equipment, interagency messenger mail, E-mail, typing and counseling.

18-9. Appeal.

Employees may appeal their reduction-in-force in accordance with Merit System Protection Board Regulations. An appeal must be filed not later than thirty (30) calendar days after the effective date of the action.

18-10. Transfer of Function Information.

- a. Heads of activities (or their designees) will advise Local Union Presidents, concurrent with advising their management/supervisory staffs, as soon as possible whenever there is reasonable assurance that plans for a transfer of function will occur that would affect Unit employees.
- b. Thereafter, and when such plans are confirmed, Management will inform employees fully regarding the transfer action. Governing regulations will be made available to employees upon request. Employees who decline to accompany a transfer of function will be assisted and counseled in seeking placement opportunities with other Federal agencies or elsewhere in the community.

18-11. Reemployment.

A separated employee of the Unit, subsequently employed under the provisions of Section 18-6b, will be afforded an opportunity for reinstatement in the position from which separated by reduction-in-force, before any such vacancies are filled by the appointment or transfer of other eligibles, except as otherwise provided by law or regulations.

18-12. Repromotion.

An employee of the Unit who is changed to a lower grade in lieu of separation by reduction-in-force is entitled to special consideration for repromotion to the grade or position from or through which demoted. Consideration of an employee eligible for repromotion will precede efforts to fill the vacancy by other means, including competitive promotion procedures. The local personnel office will maintain a list of employees eligible for repromotion and this list will be reviewed prior to the filling of a vacancy by other means.

Repromotion eligibles are not guaranteed repromotion. However, if a selecting official decides not to select a repromotion eligible, and he/she is subsequently certified as one of the best qualified under competitive promotion procedures for the same position(s), the selecting official must state for the record the reasons for non-selection. The employee and his/her representative, if any, are entitled to

review those records to the extent permitted by law or regulation.

18-13. Vacant Positions.

First consideration shall be given to Unit employees who otherwise would be separated by RIF for placement into vacant positions, provided that there is a current need to fill such vacancies as determined by the activity.

18-14. Employee Review of Retention List.

When an employee receives a specific reduction-in-force or transfer of function notice, he/she shall be permitted to view the retention list upon which his/her name appears; the list of employees who may displace him/her; the list of employees he/she may displace; and the records which were used to establish the foregoing registers. An employee so affected shall have the right to the assistance of the Local Union when checking such lists or records.

ARTICLE 19 SAFETY AND HEALTH

19-1. Safety and Health; General Provisions

Each activity agrees to provide a safe and healthful work place for all employees and, to the extent practical, take corrective action on any reported unsafe working conditions and/or working habits. All employees are responsible for prompt reporting of observed unsafe working conditions and/or working habits to their immediate supervisors. Safe working practices are detailed in the U.S. Mint Employee's Safety Manual.

19-2. Safety and Health Committees.

- a. Activity Safety and Health Committees provide an open channel of communication between employees and Management concerning safety and health matters in the work place to enhance safety awareness, accident prevention, and an overall effective safety and health program.
- b. The NPC has established the Executive Safety Committee which oversees the Mint-wide safety and health program.
- c. The composition of the local safety and health committee and its relationship to the LPC will be determined by the local Partners.
- d. The local Committee shall function during working hours and attending members will not suffer loss of leave or regular pay, if otherwise in a pay status.
- e. If an employee or a supervisor knowingly works or orders others to work in an unsafe manner, that may be grounds for disciplinary action.

19-3. Management Obligations for a Safe Workplace

The Partners agree that methods and operating procedures must be such that employees will not be exposed unnecessarily to accidents or industrial health hazards. Environments will be provided and maintained to assure maximum safety of personnel. Employees will be assigned only to jobs that

they are physically qualified to perform and be permitted to work only when physically fit. Periodic physical examinations of personnel engaged in hazardous occupations will be made in accordance with applicable regulations. Employees will be instructed to work in a safe way and methods revised whenever practical to insure that jobs are being performed safely and efficiently.

Management is responsible for ensuring that:

- a. Repairs are not to be made on energized circuits unless trouble-shooting techniques require circuits to be energized. When work is being performed on high-voltage devices, there shall be not fewer than two qualified journey-level employees present.
- b. All safety devices and practices meet the standards of the safety precautions as issued by and embodied in National Codes.
- c. Proper personal protective clothing, equipment, devices (including safety shoes and back support belts) that are necessary and required are furnished by Local Management and used by the employee. Local Management shall provide, at its own expense, prescription glasses for those employees whose duties it determines are in eye-hazardous operations or areas.
- d. Proper personal protective equipment or safety devices are provided to employees and used before they are expected to enter and perform work in areas where conditions exist that are known to be hazardous or detrimental to their health.
- e. No employee shall be required to work alone in hazardous operations or operations where there is a high potential of severe injury or death. This provision does not apply to police officers who, consistent with their function, may be exposed to the aforementioned conditions.
- f. If an employee is injured on the job, and requires outside professional medical care that day, it shall be the responsibility of local management to see that appropriate transportation is provided to take the employee to a hospital or physician's office.
- g. Each activity supplies and maintains on a regular basis an adequate number of fire extinguishers in all appropriate sections.
- h. Local Management promptly notifies the Local Union of all serious accidents that involve employees. All accident records will be available to the Local Union for review, upon request, in accordance with applicable law and regulations. The activity will provide the Union, upon request, a copy of the "Material Safety Data Sheet" on any chemical product used by the activity affecting Unit employees.
- i. Progressive discipline should be used where a manager tolerates an unsafe working environment or does not follow safe working practices.

19-4. Employee Responsibilities for a Safe Work Place

- a. It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others.
- b. An employee should promptly report all personal work injuries, however minor, to Local

Management, usually to the immediate supervisor. Minor injuries not requiring immediate attention may be reported by use of an abbreviated form developed for this purpose by Local Management.

- c. Progressive discipline should be used where an employee tolerates an unsafe working environment or does not follow safe working practices.
- d. An employee is responsible for using proper personal protective clothing, equipment and devices before entering and performing work where conditions exist that are known to be hazardous or detrimental to their health.

19-5. Obligations of the Union for a Safe Work Place

- a. Each Local Union will encourage employees to observe safety precautions, posted rules, written and oral safety instructions, use protective clothing or equipment where specified, and report personal work injuries or accidents.
- b. Cooperate through its designee(s) on the Local Activity Health and Safety Committee in improving safety conditions, programs, and employee alertness to safe working habits.

19-6. Occupational Health Program.

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

- a. Emergency diagnosis and first aid treatment of any injury or illness that becomes necessary during working hours.
- b. Preventive services including: (1) preventing and controlling health risks, (2) health education programs, (3) specific disease screening examinations and immunizations as determined by the Safety Manager and/or activity.
- c. Where appropriate, the employee will be referred to his/her health provider.

19-7. Safety Inspections.

During any outside or broad safety inspection, the Local Union will be afforded the opportunity to have a union representative accompany the official on such inspection. The union representative will be designated in a manner which causes the least disruption to staffing needs. The local Partners will determine the definition of outside or broad safety inspection.

19-8.

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

19-9.

Employee absences for the purpose of being examined by a physician because of a safety requirement or to pick up any required safety equipment will be charged to administrative leave.

19-10.

Union designated Safety and Health representatives will participate with Management Safety Officials in all accident investigations and inquiries.

19-11. Violence in the Workplace

Incidents of Violence in the Workplace will be handled in accordance with Appendix F and appropriate Law and Regulation.

**ARTICLE 20
PERFORMANCE APPRAISAL SYSTEM**

20-1.

The Partners believe that performance management, constructively used, is one of the most effective methods for optimizing the effectiveness of the Mint's workforce. Supervisors have the very real responsibility for helping employees maximize their performance, which can best be accomplished through constructive and positive performance management. Performance management is not administrative trivia. It is an inherent and significant element of supervision.

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

20-2.

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

- a. elements and standards will be developed and communicated to employees within 30 days of entry into a new position, even in a temporary assignment.
- b. elements and standards will be based solely on the employee's work assignments, consistent with the employee's position description.
- c. elements and standards will be developed with employee input and participation.
- d. a process by which any bargaining unit employee who disagrees with his/her elements or standards should discuss that disagreement with the supervisor and the union representative.
- e. employees will be provided with official performance feedback at quarterly intervals beginning in January of each year. It is the responsibility of the supervisor of record to see that the quarterly feedback review is performed. The employee should request the quarterly review if not initiated by the supervisor. The feedback will include, at a minimum, a discussion of how well the employee is performing against individual and team elements and standards, any corrective steps the employee should take to improve the performance, and consequences of failure to attain a "Pass" or equivalent rating of record.

- f. the minimum length of time required under a performance plan before a rating of record can be given will be 90 days. Ratings will be given to the employee not later than 30 days after the end of the appropriate rating period.
- g. the rating period will be 12 months and will coincide with the fiscal year.
- h. employees may make written comments concerning their appraisal. Those comments will be attached to the appraisal.
- i. it operates in a fair and equitable manner.

20-3. Performance Management Responsibilities.

Any performance management system will also assign the following responsibilities:

- a. Supervisors are responsible for:
 - 1) providing supervision and collaboration in a manner that contributes to high levels of performance by individuals and the work unit.
 - 2) discussing performance plans (including elements and standards) with employees to ensure clear understanding about how their performance relates to the Mint Strategic Plan, as well as other expectations of their position.
 - 3) providing constructive feedback to employees on an on-going basis with the goal of improving employee performance.
 - 4) conducting quarterly (or more) formal progress reviews with each employee in accordance with local policy and documenting the results of the review, as appropriate.
 - 5) taking prompt action to address situations where performance has slipped below the "Pass" level.
 - 6) issuing a formal performance rating of record at the end of the rating period for each employee assigned.
 - 7) nominating deserving employees for incentive awards.
 - 8) determining whether an employee's performance meets the requirements of an acceptable level of competence for granting a within-grade increase.
 - 9) initiating discussion with union representatives on appropriate issues regarding Unit employees.
 - 10) assuring a performance review at the appropriate time occurs, as the employee's supervisor of record. The content of that review must include input from any and all supervisors to whom the employee was temporarily or permanently assigned during that period. Normally, a review related to a temporary assignment of 90 days or more will be given by the supervisor to whom the employee is assigned.

11)issuing and/or re-issuing standards in a timely manner to each employee once a year.

b. employees are responsible for:

- 1) Performing the duties outlined in his or her position description and performance elements to the best of his or her abilities.
- 2) Promptly notifying supervisors about factors that interfere with his or her ability to perform his or her duties at the level of performance required by his or her performance elements and standards
- 3) Seeking opportunities to improve his or her performance through training and development.
- 4) Promoting team accomplishment by supporting team goals and objectives.

20-4. Elements and Standards

Elements and standards will be established by the supervisor with employee input. Employees will have their interests represented by the Union. Elements and standards must be based solely on the requirements of the employee's position.

Elements and standards must be achievable and clear. There also must be an understanding between the supervisor and the employee as to how performance will be assessed against the standard. Employees are encouraged to be responsible for taking action, to the extent possible, to remove barriers that impede their work and for informing their supervisors of those barriers. Supervisors are encouraged to be responsible for helping to address those barriers and for taking their impact into consideration when evaluating the employee's performance.

20-5. Changes to Elements and Standards

It is an employee's responsibility to provide the union with a copy of changes or additions to existing elements and standards.

When elements and standards that apply to more than one employee are going to be changed or established, the union will be afforded an opportunity to review, discuss, and comment on them before implementation.

20-6. Performance Management

It is expected that there will be ongoing dialogue between the supervisor and the employee about the employee's performance. The supervisor should not wait for a quarterly review to provide the feedback.

If performance deteriorates to an unacceptable level in at least one critical element and if the employee has been given ongoing feedback about his or her performance, the employee will be placed on a performance improvement plan (PIP), in accordance with Section 20-7 of this Article.

If performance deteriorates to an unacceptable level in at least one critical element and if the employee has not been given ongoing feedback about his or her performance, the employee must be

given a Performance Improvement Notice (PIN). The Performance Improvement Notice must remain in effect for at least 30 days. The outcome of the performance improvement notice is: that the employee will improve to successful performance; be reassigned; or be issued a performance improvement plan (PIP).

20-7. Performance Improvement Plan

In accordance with government-wide regulations, at any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one or more critical elements, the supervisor shall notify the employee of the critical element(s) for which performance is unacceptable. The supervisor will inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance. The employee will be informed that unless his or her performance in the critical element(s) improve to and is sustained at an acceptable level, the employee may be reduced in grade or removed. For each critical element in which the employee's performance is unacceptable, the supervisor shall afford the employee a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position. As part of the employee's opportunity to demonstrate acceptable performance, the supervisor shall offer assistance to the employee in improving unacceptable performance. The opportunity period shall be at least 90 calendar days. The supervisor may end the performance improvement period prior to the end of the 90 calendar days or specified period if he or she concludes that the employee's performance has improved to a successful level.

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

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

20-8. Feedback to Supervisors

The National Partners agree that the NPC will charter a working group of equal numbers of managers and first-line supervisors and union representatives to develop a methodology to allow employees to provide feedback about their supervisors' performance. Feedback on any supervisor should be given first to that supervisor. The intent of the feedback is to provide supervisors with information they can use to improve the performance of their supervisory duties.

20-9.

The Local Partners will establish local policies and procedures based on discretionary authorities provided by the National Performance Plan as provided by law and regulation.

ARTICLE 21 PROBATIONARY PERIOD EMPLOYEES

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

ARTICLE 22 AWARDS

22-1. Awards

There are awards that recognize high level performance, either with monetary or non-monetary rewards. There are also awards for adopted suggestions that save the government money.

22-2. Beneficial Suggestion Program

The Partners encourage employees to identify ways to improve the efficiency and/or cost savings in the Mint or elsewhere in the Federal government. These should be submitted through the Beneficial Suggestion Program. Suggestions will be acknowledged promptly and evaluated in accordance with established procedures. The local human resources office will provide interested employees with information about this program.

22-3. Award Programs

The Partners agree to have programs that encourage, recognize, and reward employees for exceptional performance. These programs include both monetary and non-monetary recognition. Current examples of monetary recognition programs are:

- Special Act or Service Awards
- On-the-Spot Awards
- Director's American Eagle Award

Current examples of non-monetary recognition programs are:

- Time-Off Awards
- Local Employee Recognition Programs

Supervisors are expected to use these programs to recognize employees' accomplishments and performance.

22-4. External Award Programs

There are awards that are sponsored by external organizations. When the Mint or its employees or groups of employees are recognized through these awards, it recognizes their accomplishments and brings prestige to the entire organization. Current examples are Hammer Awards and National Partnership Awards. The Mint and its employees are encouraged to nominate individuals and groups, as appropriate.

ARTICLE 23 GAINSHARING

The Partners agree to defer the provisions of this Article until the National Partnership Council acts on current proposals.

ARTICLE 24 CONTRACTING OUT

Management shall give the Union advance written notice of its intention to solicit contract bids, prior to making the actual bid solicitation, for work which regularly and customarily has been performed by Unit employees and which will result in adverse impact on Unit employees. Such advance notice will provide a full explanation of the reasons for taking this action and will afford the Union an opportunity to file its comments concerning the actions and to work in partnership to explore alternatives.

Management agrees not to finalize any reduction-in-force (where employees will be displaced from their positions) until at least sixty (60) calendar days from notification to the Union have elapsed. The Partners agree to meet and negotiate concerning the adverse impact on Unit employees of contracting out work normally performed by them, including applicable procedures for reassignment, promotion, demotion, transfer, detail, retirement, or other impacts not covered by this National Agreement, current local Supplemental Agreements or limited by laws or regulations of appropriate authorities.

It is understood by the Partners that Federal policy prohibits personal services contracts which establish an employee-employer relationship.

ARTICLE 25 SETTLEMENT & SHUTDOWN FOR MAINTENANCE

25-1. Conferring on Settlement and Shutdown for Maintenance

The local Partners will meet and confer regarding the impact on unit employees resulting from an annual settlement and shutdown for maintenance. This will be done in the first quarter of each year before posting the vacation schedule with the understanding that any maintenance shutdown, which has been determined to be necessary, should be coincidental with the settlement.

If an additional maintenance or settlement shutdown is necessary, the Partners shall meet and confer regarding the impact of the maintenance shutdown on Unit employees.

25-2. Leave During Settlement or Shutdown

Employees will be notified so that they can schedule their annual leave to coincide with the settlement and/or shutdown period, to the extent practical. Employees who are not scheduled to work during settlement and who elect not to use their accrued annual leave or who have an insufficient amount of accrued annual leave may, upon request, be placed in LWOP status. Upon request, an employee will be advanced annual leave, which could be accrued during the leave year.

In the event that an employee in LWOP status wishes to file a claim for unemployment compensation, the local personnel office will provide employees in a LWOP status with a document indicating that the LWOP is due to a layoff because of lack of work. The selection process for employees to work during this period will be determined by the Local Partners. Maintenance employees may be required to work during the shutdown period and schedule vacation at other times during the year.

25-3.

All permanent night shift employees temporarily assigned to the day shift continue receiving night shift differential.

ARTICLE 26 GENERAL PROVISIONS

26-1. Charity Drives

In conducting charity drives, the Partners will be guided by appropriate regulations that provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes. It is further agreed that no special lists will be kept showing the names of contributors and the amounts of their contributions.

26-2. Payments to Employees

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

26-3. Nationally Acclaimed Events

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

26-4. Medical Personnel Uniform Allowance

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

26-5. Uniforms.

- a. Mint police will be provided with uniforms. Local management shall provide laundry or dry cleaning of items furnished in accordance with past practice.
- b. The local partners may develop work uniform programs for other personnel in accordance with applicable law and regulation.

26-6. Light/Limited Duty Assignment.

Management will make every effort to reasonably accommodate employees who are temporarily disabled due to on or off the job injuries. A limited duty assignment allows an employee who is recovering from a temporary disability to continue to perform in the assigned position. However, while in a limited duty status, the employee is excused from performing those duties affected by the disability.

If the temporary disability is such that the employee is prevented from performing a majority of the duties of the assigned position, the employee may, if such work is available, be assigned light duties pending recovery and ability to perform the full duties of the assigned position. A light duty assignment is an assignment of an employee to duties other than the regularly assigned position in which the physical requirements are less or "lighter" than those of the assigned positions.

26-7. Special Seminars/Training.

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

26-8. Protective Apron/Lab Coat

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

ARTICLE 27 SUPPLEMENTAL AGREEMENTS

27-1. Supplemental Agreements

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

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

27-2. Procedures for Local Supplemental Agreements.

- a. The Partners agree that any time after this Agreement has been in effect for thirty (30) days, the local Partners, upon request of either local Partner, will negotiate a local supplemental to this Master Agreement. The Local Supplemental Agreement may cover all negotiable matters regarding conditions of employment, insofar as they do not conflict with the Master Agreement. The Local Supplemental may include a provision for re-opening the Supplemental.

This is not intended to preclude local bargaining of negotiable items that are not covered by the Master Agreement, i.e. policies, procedures, and directives initiated at the facility.

- b. It is agreed that prior to implementation of any Local Supplemental, the respective Partners shall forward their agreement to the National Partnership Council (NPC) Co-Chairs for review. The NPC Co-Chairs shall review the Local Supplemental within thirty (30) calendar days of receipt. In the event either of the national Partners determines a conflict exists with the provisions of the Master Agreement, they shall provide a written notification to the respective local and the other national Partner identifying the conflict for resolution at the local level.

27-3 Ground Rules.

In an effort to assist the local bargaining process, ground rules for bargaining Local Supplemental agreements will include, but not be limited to the following:

- a. The Partners strongly support and encourage Partnership in interest based bargaining; accordingly bargaining over local supplemental will be held utilizing and interest based bargaining process. Prior to initiating interest based bargaining, all bargaining team members must be training in the interest based bargaining process.
- b. The Partners agree to establish a local negotiating committee. The committee will consist of an equal number (but no less than 2) of representatives which may be Union and Management or which maybe the Local Partnership Council. The Partners further agree that all members of the local negotiating committee will have the requisite authority to negotiate on behalf of their respective Partner. The negotiation process is the establishment of ground rules, face-to-face-bargaining, preparation, facilitation, and approved travel time. The Partners agree that all union members of the negotiating committee will be on official time for the previously described negotiation process. Employee participation in this process will not, in any way, adversely affect their performance rating nor will they be held accountable for their full range of duties in addition to these activities. Neither Partner waives any legal rights.
- c. Local Partners may approve attendance of alternates at local negotiating committee sessions. The alternate will have the full rights, responsibilities, and authority of the Local Negotiating Committee member for whom they are substituting.
- d. Management agrees to pay any travel and per diem for all local members of the local negotiations committee pursuant to the Federal Travel Regulations.
- e. The local negotiating committee will establish its bargaining schedule. Local management will ensure the availability of all Local Negotiating Committee team members for the agreed upon schedule.
- f. When interest based bargaining is used, a facilitator will be used. The Partners must mutually agree upon the individual to serve as facilitator.
- g. If the local negotiating committee has not reached agreement on a Local Supplemental at the conclusion of the bargaining schedule, either Partner may refer the issue directly to the NPC Co-Chairs for assistance and recommendations. If the issue is not satisfactorily resolved 10 days after the NPC Co-Chairs receive the issue, either Partner can invoke the services of the appropriate third party (e.g. Federal Services Impasses Panel).
- h. the Partners agree that it is appropriate in establishing ground rules to include, among other things, physical location of bargaining, caucuses, subject matter experts, start date, official time,

preparatory time, number of people on each team, and administrative matters and materials.

ARTICLE 28 VOLUNTARY ALLOTMENTS FOR PAYMENTS OF UNION DUES BY EMPLOYEES IN THE UNION

28-1. Voluntary Union Allotments

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

28-2. Employee Eligibility.

To be eligible to make voluntary allotment for the payment of the Union dues, and employee must:

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

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

28-3. Revocation of Allotment.

- a. An employee may submit a request for revocation of an allotment at any time, but no revocation will be effected before the one (1)-year period provided for in section 7115(a) of the Federal Labor Management Relations Statute has been satisfied. A revocation request by an employee must be written, signed, and dated and submitted in duplicate to the servicing personnel office. Revocation will be made effective as follows:
 - 1) When revocation is requested before expiration of one year of dues withholding, then revocation will be effective on the first day of the first full pay period following the one (1)-year anniversary of the date the employee authorized the withholding.
 - 2) When revocation is requested after dues withholding has been in effect for one year, then revocation will be effective on the first day of the first full period falling on or after September 1 and after receipt of the revocation request.

The Union will be notified of member revocations effected under this section.

- b. All allotments will be terminated if exclusive recognition should cease to exist for the covered Unit. An individual employee's allotment will be terminated when:
 - 1) the employee ceases to be a member in good standing with the Union;
 - 2) the employee is promoted, reassigned or transferred to a position outside any Mint nationwide Unit wherein the Union holds exclusive recognition; or
 - 3) the employee is separated.

Termination of allotments as required above will be effective on the first full pay period following receipt of the appropriate notice by the servicing payroll office. Terminations required because of separation will be effective as of the date of separation. However, when separation occurs during a pay period, the allotment will be withheld from the employee's salary for that pay period.

28-4. Union Responsibilities.

It is the responsibility of the Union to:

- a. ensure that allotments are voluntary;
- b. fully inform members of the truly voluntary nature of the allotments;
- c. ensure that its members understand that a revocation must be consistent with 27-3a above;
- d. secure SF-1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues" and make the form available to its members;
- e. inform and educate its members on the program for voluntary allotment for labor organization dues and the uses and availability of SF-1187;
- f. certify by properly authorized Union official, on the SF-1187, the amount of dues to be withheld each bi-weekly pay period;
- g. promptly forward completed SF-1187's to the servicing payroll office via the local personnel office;
- h. certify to the servicing payroll office via the local personnel office where there is a change in the amount of the labor organization dues. Changes can be made only once every twelve (12) months;
- i. promptly notify the servicing payroll office via the local personnel office when an employee with an allotment ceases to be a member in good standing of the Union;
- j. promptly refund any erroneous remittance received upon notice of discovery of an error.

28-5. Management Responsibility.

Management will, subsequent to each pay period, transmit to the person or organization each Local

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

ARTICLE 29 TRANSIT SUBSIDY

The local Partners will conduct a study bi-annually to determine if an increase in the transit subsidy will generate increased use of public transportation. The study will address whether increased public transportation costs should be offset. The local partners will agree on procedures that will govern the provisions of the local transit subsidy.

ARTICLE 30 FLEXPLACE

The Partners agree to defer the provisions of this Article until the National Partnership Council acts on current proposals.

ARTICLE 31 ADVERSE AND DISCIPLINARY ACTIONS

31-1.

Through Partnership, the Agency's disciplinary policy, as shown in Appendix C, must contribute to the solution of the problem and to the attainment of an effective work environment, and take into consideration all relevant penalty selection factors.

31-2. General Provisions.

- a. Actions under this article are taken for the correction of Unit employee misconduct and are limited to the following:
 - 1) Adverse Action: Suspensions for 15 days or more; removals; furloughs for 30 days or less; and reductions in grade or pay. These actions will be taken only for just and sufficient cause.
 - 2) Disciplinary Actions: Suspensions of 14 days or less and reprimands. These actions will be taken only for just and sufficient cause.
 - 3) Although not included under the legal definition of adverse and disciplinary actions, Notices of Warning, Requirement, or Counseling are grievable under Article 35 and will be taken only for just and sufficient cause.
- b. Except for disciplinary actions, this Article applies only to Unit employees who have completed their probationary or trial period.
- c. The Union shall be given the opportunity to be represented at any examination of a Unit

employee by a representative of management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests representation.

31-3. Prompt Disciplinary and Adverse Actions

Disciplinary and adverse actions will be given to the employee within a reasonable period of time after the occurrence of the alleged offense or when the alleged offense becomes known to management. The Partners agree that discipline must be timely to be effective. Normally, supervisors will discuss matters that will be the basis for disciplinary action with the employee no later than 15 calendar days after the event, the date the supervisor becomes aware of the event, or the date an actionable investigation report was completed.

31-4. Progressive Discipline

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

31-5. Equal Treatment in Disciplinary and Adverse Actions

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

31-6. Copy of Notice of Disciplinary/Adverse Actions for Local Union Assistance.

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

31-7. Representation

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

31-8. Advance Notices

- a. When Management proposes to suspend an employee for fourteen (14) calendar days or less, an advance notice will be provided which states:
 - 1) Specific reason(s) for the proposed action;
 - 2) A reasonable amount of time (no less than seven (7) work days) affording the

employee the opportunity to answer orally and/or in writing and the right to furnish affidavits and other documentary evidence in support of the answer.

- 3) The right to be represented by an attorney or other representative designated by the Union;
 - 4) That a written decision will be provided at the earliest practicable date.
- b. The employee, or his/her representative when authorized in writing by the employee, will, upon request, be provided a copy of any material in the official adverse action file.
 - c. The employee may file a written reply to the notification, provided that the written reply must be received by the deciding official prior to the end of the designated notice period.
 - d. After receipt of the written reply or termination of the designated notice period, Management will issue a final decision to the employee. If the decision is unfavorable to the employee, he/she will be advised of his/her right to file a grievance under the negotiated procedure.

31-9. Adverse Action Notices

- a. When management proposes to suspend an employee for fifteen (15) calendar days or more, effect a reduction in grade or pay, remove an employee, or effect a furlough for thirty (30) days or less an advance thirty (30) calendar day notice will be provided which states:
 - 1) Specific reason(s) for the proposed action;
 - 2) A reasonable amount of time (from 7 to 14 calendar days) affording the employee the opportunity to answer orally and/or in writing and the right to furnish affidavits and other documentary evidence in support of the answer;
 - 3) The right to be represented by an attorney or other representative;
 - 4) That a written decision will be provided at the earliest practicable date.
- b. Management is not required to provide a thirty (30) day advance notice, when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.
- c. The employee, or his/her representative when authorized in writing by the employee, will, upon request, be provide a copy of any material in the official adverse action file.
- d. The employee may file a written reply to the notification, provided that the written reply must be received by the deciding official prior to the end of the designated notice period.
- e. Management will give due consideration to arranging request(s) for extension(s) of time to answer the advance notice on the basis of valid reasons.
- f. After receipt of the written reply or termination of the designated notice period, Management will issue a final decision to the employee. If the decision is adverse to the

employee, he/she will be advised of his/her right to file an appeal with the Merit Systems Protection Board or, as an alternative, to file a grievance under the grievance procedure of this Agreement, which choice, once made, is irrevocable. If an employee chooses to proceed through the negotiated grievance procedures his/her representative must be approved by the Union.

31-10.

An official adverse action file will be established separate from the Official Personnel Folder and will contain such items as:

- a. The proposed notice.
- b. The employee's written reply, and affidavits submitted, and a written summary of any oral reply.
- c. Where applicable, evidence used to support the proposed action. This may include copies of documentation of prior discipline and/or other efforts to correct the offending employee. A copy of the official adverse action file shall be furnished to the employee, or the employee's representative, upon request, for use in processing a grievance.

31-11. Removal From Official Personnel Folder.

Notices of Warning/Requirements will not be filed in the employee's Official Personnel Folder. Written reprimands may be removed from an employee's Official Personnel Folder at any time upon agreement between the activity and the Local Union, as long as the period does not exceed one (1) year.

31-12 Lack of Training.

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

ARTICLE 32 ADMINISTRATIVE INVESTIGATIONS

In addition to the following, administrative investigations will be conducted in accordance with the Agency's administrative investigation policy. A formal administrative investigation is an investigation: (1) into allegations of serious employee impropriety or serious employment-related events or issues; (2) in which Management, or a Management representative, compels written or oral statements from the employee; and (3) is not being conducted based on criminal activities.

Employees have the right to be represented by the Union while being questioned in a formal administrative investigation. Before such questioning begins or a statement is given, employees will be informed of the reasons they are being questioned or asked to provide a statement.

If the employee is the subject of an investigation, he or she will be informed of the right to union representation prior to being questioned or asked to provide a statement. The employee will also be informed of the nature of the allegation(s). Once an employee requests union representation, except in extremely rare and unusual circumstances, no further questioning will take place until the Union is

present.

When a person being interviewed is accompanied by a representative furnished by the Union, the role of the representative includes, but is not limited to, the following:

- a. to clarify the questions;
- b. to clarify the answers;
- c. to assist the employee in providing favorable or extenuating facts;
- d. to suggest other employees who have knowledge of relevant facts; and
- e. to advise the employee.

However, a representative may not transform the interview into an adversarial contest.

When it is determined that an investigation is not criminal in nature, or once prosecution is declined, the Union and the employee may request a reasonable delay of the interview; such request shall not be unreasonably denied.

Supervisors, employees and union representatives will not, except as specifically authorized, disclose any information about an investigation. A copy of the statement of the employee will be given to the employee and/or the employee's representative upon request. If no action is taken as a result of this investigation, the employee who was the subject will receive the findings in a timely manner.

Upon request, the Local Union President will be furnished a copy of the complete investigative file (not just the evidence file) and all other relevant and pertinent information which would be provided under the Freedom of Information Act, 5 USC 7114, or under the sharing of information policy detailed in Article 3-5.

An employee's representative shall receive a complete copy of all evidence used to support Management's action. Management will make every effort to provide additional information requested by the employee's representative. Management will provide a written explanation of any denial of information requested in a timely manner.

ARTICLE 33 ALTERNATIVE DISPUTE RESOLUTION

33-1. Intentions

Alternative Dispute Resolution (ADR) refers to a range of less adversarial procedures intended to resolve disputes more quickly and with greater satisfaction for the parties involved than is possible through other formal complaint resolution processes. It focuses on conflict resolution and problem solving and fosters a cooperative labor management relationship. It seeks early resolution of employee(s), union and management disputes.

Alternative Dispute Resolution (ADR) may be used for work-related disputes (except as described in Appendix D).

33-2. Rights/Responsibilities And Implementation Of ADR

Alternative dispute resolution (ADR) is a consensual matter and cannot be instituted without a voluntary election on the part of whoever (the employee, the union, or management) initiates the action.

If an individual chooses Alternative Dispute Resolution, Management will accept that election unless compelling circumstances in an unusual case dictate otherwise and approved by the Director. In the case of disputes between Management and the Union, the Partner bringing the complaint may elect to use ADR. The other Partner agrees to accept the election, unless compelling circumstances in an unusual case dictate otherwise and approved by the appropriate authority, in case of the Union, the AFGE Mint Council President, in case of Management, the Director.

When ADR is elected, the Partners and their representatives will meet with a certified mediator in an attempt to resolve the dispute. If the complaint is not resolved, the Partner bringing the complaint can elect to have it heard by an independent and qualified arbitrator. The arbitrator will be selected by the two Partners (or their representatives) to the complaint. After a hearing is conducted, the arbitrator will issue a final decision. This final decision is binding on the Partners.

If an employee elects the ADR process, instead of another complaint process, he or she is choosing the specific protections and rights provided under the ADR program. These are essentially the same types of due process the employee would otherwise receive had he or she chosen to pursue the complaint before the Merit Systems Protection Board (MSPB), Equal Employment Opportunity Commission, or agency administrative EEO process. The ADR process can result in a wide range of remedies that can include those available under other processes.

All complaint resolution processes, including ADR, have specific procedures and protections. These include due process, a right to representation, and an entitlement to an ultimate decision by a third party.

The ADR process has been jointly developed by the Partners. They agree to ongoing evaluations to improve the process. Any changes to the process will also be made in partnership. The ADR program will be administered in accordance with Appendix D.

ARTICLE 34 GRIEVANCE PROCEDURE

34-1. Grievance Procedure

- a. The purpose of this article is to provide for a mutually acceptable method for the prompt disposition of grievances brought by:
 - 1) A Unit employee, group of Unit employees, or the Union on behalf of Unit employees, concerning any matter relating to conditions of employment which the Mint has authority to control. This includes disputes asserted under Article 33, Alternate Dispute Resolution.
 - 2) The Union or Management concerning the effect or interpretation of, or claim of a breach of a collective bargaining agreement between the Partners or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation which has provided

entitlements to the Union or Management which are not addressed in this Agreement and under which the charged Partner has the authority to provide adjustments. This includes disputes asserted under Article 33, Alternate Dispute Resolution.

b. Scope

This negotiated procedure shall be the exclusive procedure available for the Union and Unit employees for resolving grievances. This negotiated procedure shall not apply to:

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

34-2.

The decision as to whether to take the employee's grievance to arbitration on a matter that could otherwise have been appealed under a statutory procedure must be made by the Union.

When an employee appeals under a statutory procedure, reasonable time, but not overtime, if otherwise in a duty/pay status, will be granted for appearances at official proceedings/hearing under regulations of the appropriate authority.

34-3.

Most grievances arise from misunderstandings of disputes, which can be settled promptly on an

informal basis at the immediate supervisory level. The Partners agree that efforts will be made to settle grievances at the lowest possible level.

34-4.

When in duty/pay status, reasonable time during working hours without charge to leave will be allowed an employee and his/her Union representative(s) (or Union Observer), consistent with the provisions of the Union Representation Article, Article 7, of this Agreement, to process a grievance, including attendance at meetings with Management. No overtime will be paid to these individuals.

34-5.

An employee or group of employees in the Unit may be represented only by the Union, or by a person approved by the Union, in filing a grievance under this article. However, any employee or group of employees in the Unit may present such grievance to Management for adjustment, without Union representation, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to have an observer present during the grievance proceeding and is provided a copy of any written decision.

34-6. Time Limitation to Present Grievance.

A grievance not filed in the appropriate initial step within fifteen (15) work days after the aggrieved became aware of the matter out of which the grievance arose, shall not be presented nor considered at a later date. As an exception to this, appeals stemming from disciplinary/adverse actions covered by this agreement must be filed within fifteen (15) calendar days from the effective date of the disciplinary/adverse action.

34-7. Processing Constraint.

Failure on the part of the aggrieved Partner to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the respondent to meet any requirements of the procedure will permit the aggrieved Partner to move to the next step.

34-8.

Grievances under this Article may be initiated by employees in the Unit, either singly or jointly, or by the Union on behalf of employees or Management. Grievances, when filed, will provide information concerning the nature of the grievance, the alleged violation, and specify the relief or corrective action sought. The standard grievance form (Appendix E) will be used for grievances filed under this Article. Absent use of the form, a written statement providing comparable information will suffice.

34-9. Employee Grievance Procedure.

The procedure for a grievance by any employee, or group of employees, or the Local Union acting on behalf of such employee(s) is as follows:

Step 1

The grievance shall first be taken up orally by the concerned employee with the immediate supervisor. If the employee chooses, he/she may have the shop steward, as

designated under the Union Representation Article, Article 7, of this Agreement, present at this time. The supervisor shall give an oral answer within five (5) work days after the grievance discussion.

Step 2

If the matter is not satisfactorily resolved at Step 1 to the employee's satisfaction, the employee (or his/her Union representative) may within five (5) working days submit the matter, in writing, on the standard grievance form, to the appropriate department/division head. The department/division head (and/or his/her representative(s)) will meet with the employee and the designated shop steward and/or the chief shop steward or the Local Union President (or his/her designee who is an activity employee) within five (5) working days after receipt of the grievance. A written decision will be given to the employee within five (5) working days of the meeting; an extension of five (5) working days may be added by mutual consent of the Partners. A copy of this decision will be provided to the Union.

Step 3

If the grievance is not settled at Step 2, the Local Union President may, within ten (10) working days, forward the grievance to the Head of the activity. The Head of the activity (and/or his/her representatives) will meet with the aggrieved employee and the Local Union President (or his/her designee) within five (5) working days after receipt of the grievance. The chief shop steward or another Union representative may also be present. A written decision will be given to the employee within ten (10) working days of the meeting; an extension of this time may be provided by mutual consent of the Partners. A copy of this decision will be provided to the Union.

Step 4

In accordance with Article 3, Partnership, if the grievance is not satisfactorily settled at the Activity level, the Local Union President may, within 10 working days, refer the grievance to the NPC CO-Chairs for their assistance and recommendation.

Step 5

The NPC Co-Chairs will provide their assistance and recommendation to the Partners within 10 working days after receipt of the grievance.

Step 6

Based on input from the NPC Co-Chairs, if the grievance is not satisfactorily settled at the activity head level, the Union may, within thirty (30) calendar days from receipt of the recommendation in Step 5, submit the grievance to arbitration in accordance with the Arbitration Article, Article 35 of this Agreement.

34-10. Group Employee Grievance Procedure.

- a. A grievance in which more than one Unit employee is involved, will be submitted by the Local Union at the lowest step wherein the activity management respondent has the authority to resolve the grievance. If the grievance impacts upon Unit employees in more than one division/department of the activity, a grievance may be submitted to the official designated by the

head of a activity to respond as the second step Management official. Grievances under this subpart will be processed by the representatives of the respective Partners.

For the purposes of conducting group grievances, there will be one (1) representative for every five (5) employees named in the group grievance but the total number of representatives that may be present shall not exceed two (2) individuals in addition to two (2) designated union officers. These additional representatives shall be allowed in the grievance/arbitration meetings on official time, provided that valid workload and production requirements are not adversely affected. If workload/production precludes such representation, alternative scheduling of grievance meetings will be made.

Time limits for grievances filed under this subsection shall be based upon the date of receipt of all correspondence and the following requirements:

Step 1	Submission	20 work days from alleged violation
Step 2	Answer	10 working days from receipt of grievance
Step 3	Submission	10 working days from receipt of Step 2 answer
Step 3	Answer	15 working days from receipt of grievance
Step 4	Submission	10 working days from receipt of Step 3 answer
Step 5	Answer	10 working days from receipt of Step 4 submission
Step 6	Submission	Within 30 calendar days from receipt of Step 5 answer

34-11. Union/Management Grievance Procedures.

- a. Local Partners Procedure. Grievances may be submitted in writing by the aggrieved Partner (i.e., either the Local Union President, or the activity head or their designees) directly to the other within ten (10) working days of the alleged violation. The respondent and/or his/her representatives and the aggrieved Partner will meet within five (5) working days after receipt of the grievance to discuss the grievance. The respondent shall give the aggrieved Partner a written answer within fifteen (15) working days after the meeting. If the grievance is not settled by this method, the aggrieved Partner may, within ten (10) working days, refer the grievance to the NPC Co-Chairs for their assistance and recommendation. The NPC Co-Chairs will render their recommendation within ten (10) days of receipt. If the matter is still not settled, the aggrieved Partner may refer the matter within ten (10) working days of receipt of the recommendation to arbitration, in accordance with the provisions of the Arbitration Article, Article 35, of this Agreement.
- b. National Partners Procedure. Where an action: (1) directed by Mint-level Management is alleged to have resulted in a Mint-wide violation of the Union's rights, granted by law, rule, regulation or this Agreement, or (2) directed by the AFGE Mint Council is alleged to have resulted in a nationwide violation of an Union obligation imposed or recognized by law, rule, or regulation or this Agreement, the aggrieved Partner (i.e., either the AFGE Mint Council President or the Director of the Mint, or their designees) may submit a written grievance to the other within twenty (20) working days of receipt of the alleged violation. The respondent shall give the aggrieved Partner a written answer within twenty (20) working days of receipt of the written grievance. If the grievance is not settled by this method, the aggrieved Partner may refer the matter, within ten (10) working days from receipt of the decision to arbitration, in accordance with the provisions of the Arbitration Article, Article 35, of this Agreement.
- c. When the AFGE Mint Council President files a grievance involving a matter that impacts upon

more than one activity, he/she shall file it with that official designated by the Office of the Director who will respond as the second step Management official. If such response is not satisfactory the grievance may be filed with the Office of the Director (Step 3). No meetings are required in either Step 2 or Step 3, but may take place.

Time limits for grievances filed under this subsection shall be based upon the date of receipt of all correspondence and the following requirements:

Step 1	Submission	20 work days from alleged violation
Step 2	Answer	10 working days from receipt of grievance
Step 3	Submission	10 working days from receipt of Step 2 answer
Step 3	Answer	15 working days from receipt of grievance
Step 4	Submission	10 working days from receipt of Step 3 answer
Step 5	Answer	10 working days from receipt of Step 4 submission
Step 6	Submission	Within 30 calendar days from receipt of Step 5 answer

d. Employee Grievances Excluded. The procedures in this Part may not be used for a matter that is appropriate for resolution under Section 34-10 of this Article.

34-12. Record and Witnesses.

When an employee may possess direct knowledge of the matter in dispute, either Partner may interview such person. Evidence that is relevant to the resolution of a grievance may be introduced at any stage of the proceeding prior to arbitration. Except by mutual consent, new issues may not be raised by either Partner unless they have been raised at the initial step of the Grievance Procedure.

34-13. Grievability/Arbitrability Questions.

Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed at or before the step of the grievance procedure that precedes arbitration. Such rejection shall be served upon the Union in writing. Disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

34-14.

All time limits in this Article may be extended by mutual agreement of the Partners. The Partners may mutually agree to waive any step in this procedure.

**ARTICLE 35
ARBITRATION PROCEDURE**

35-1.

Within thirty (30) days after receipt of the NPC Co-Chairs recommendation under the Grievance Procedure Article, Article 35, the grieving Partner may refer the case to arbitration by written notice to the other Partner. Only the Union or Management may invoke the procedures set forth in this Article.

35-2.

Within seven (7) working days from the date of such notification, the moving Partner must request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to act as arbitrator and provide a copy of such request to the respondent Partner. Prior to making this request, the Partners are encouraged to seek settlement of the issue in dispute.

35-3. Selection of Arbitrator.

Within seven (7) work days after receipt of the list from FMCS, the Partners shall meet to select an arbitrator. If the Partners cannot mutually agree upon an arbitrator, the Partners shall alternately strike one name from the list, repeating the process until only one name remains on the list. The remaining arbitrator shall then be selected. Disputes over which Partner will strike the first name from the list will be resolved by the flip of a coin. Should either Partner fail to jointly select an arbitrator, as required by this part, the moving Partner will select an arbitrator.

35-4. Expense Shared.

The arbitrator's fee and all expenses shall be borne equally by the Partners. Any per diem or travel expenses to which the arbitrator may be entitled shall not exceed the amount authorized by governing regulations.

In the event either Partner withdraws or cancels prior to a scheduled arbitration hearing, that Partner solely shall be liable for any arbitrator's fee as defined above.

35-5. Arbitration Hearing.

The arbitration hearing shall, whenever practicable, be held on the local premises, during the regular day shift working hours of the basic work week. The aggrieved Partner and one Local Union representative shall be granted official time to participate throughout the arbitration hearing. When the Union files a grievance under Article 35-10 or Article 35-11, it will be entitled to one Local Union representative as either an advocate or technical representative. When Management files a grievance under Article 35-10 or Article 35-11 and uses an advocate and technical representative, the Union will be entitled to two Local Union representatives to be used in an equivalent fashion.

Both Partners are entitled to produce necessary witnesses when such testimony is relevant to the issue in dispute. No employees who are authorized to attend the arbitration hearing will suffer loss of leave or pay if they would otherwise be in a duty/pay status, but not overtime will be paid for time spent on such hearings.

The Partners will exchange witness lists no later than ten (10) working days before the hearing and five (5) working days for rebuttal witnesses from the initial exchange. Such does not waive either Partner's right to request rebuttal witnesses flowing from testimony in the hearing.

35-6. Prompt and Binding Decision

- a. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the Partners mutually agree to extend the time limit. The arbitrator will, simultaneous with issuing his/her award, provide a copy to the Mint and/or Union headquarters upon request. The arbitrator's award shall

be binding on the Partners. However, either Partner may file exceptions to an award with the FLRA under FLRA regulations prescribed by the FLRA.

Either Partner may request a verbatim transcript of the arbitration hearing. When the request is made by only one Partner, the requesting Partner will pay the full cost of the transcript.

b. Exceptions

Where exception is taken to an arbitration award and the FLRA sets aside all or a portion of the award, the arbitrator shall have the jurisdiction to provide alternate relief(s) consistent with the FLRA decision. The arbitrator shall specifically retain jurisdiction where exceptions are taken and shall retain such jurisdiction until the exception is disposed.

35-7. Arbitrator's Limitation

The arbitrator in his/her decision shall not change, modify, alter, delete, add to, subtract from or disregard the provisions of the Agreement. The arbitrator will only have authority to interpret and apply those bilaterally negotiated provisions of this Agreement.

35-8.

All time limits in this Article may be extended by mutual agreement of the Partners.

35-9. Expedited Arbitration Procedures

When the Partners mutually agree that certain arbitrations are properly handled more expeditiously, the following procedures will be used:

- a. The arbitration hearing must be held within twenty (20) days of the notification of the arbitrator.
- b. All documents to be considered by the arbitrator shall be filed at the hearing. No post-hearing briefs shall be submitted.
- c. There shall be no verbatim transcript except upon mutual agreement by the Partners.
- d. The arbitrator may issue a bench decision at the hearing, but, in any event, shall render a decision with eight (8) working days after the conclusion of the hearing. The decision shall be made on the record developed by the Partners before and at the hearing and shall include a brief written explanation of the basis for the conclusion.
- e. If expedited arbitration is used, the requests for arbitration will include notice that the Partner invoking arbitration is requesting expedited arbitration.
- f. The Partners agree that the following matters may be subject to expedited arbitration:
 - 1) Performance Ratings
 - 2) Suspensions for three (3) days or less.

- 3) Letter(s) of reprimand.
- 4) Or such other disputes as unresolved by the Partners.
- g. The Partners agree that an award issued through expedited arbitration is non-precedential. Such awards do not bind the Partners except as to the grievance involved in the award.
- h. A panel of not fewer than seven (7) arbitrators will be established from a list of 15 local arbitrators provided by FMCS at each AFGE location representing Mint employees. The Employer will designate a representative to participate in the selection of seven (7) arbitrators from this list by alternate striking of names. The toss of a coin will determine which Partner will strike first. If, for some reason, a sufficient number of names are not available the Partners will utilize the normal process to obtain an arbitrator.
- i. Either Partner, upon the anniversary date of the establishment of the local panel shall have the right to dismiss any arbitrator on the panel. If either Partner seeks to dismiss an arbitrator, thirty (30) days advance notice will be provided to the other Partner and FMCS will be requested to provide a list of three (3) other arbitrators for each arbitrator to be replaced; the replacement arbitrator will be selected by the same alternate striking that was used to select the initial panel. Until a replacement arbitrator is selected the current panel of arbitrators shall constitute the panel; however, cases once referred to an arbitrator shall be heard by the arbitrator even if later replaced. If a member of the panel gives notice of a withdrawal from the panel the same replacement procedure will be followed. If an arbitrator declines to hear a case because of withdrawal from the panel, the case will be referred to the next arbitrator on the panel, consistent with Section j below.
- j. Upon notification of request for expedited arbitration, the designated arbitrator shall be notified by the moving Partner. The designated arbitrator shall be requested to arrange a time, place, and date for the hearing within a period of not less than five (5) days and not more than fifteen (15) working days. If the designated arbitrator is not available to conduct a hearing within the period requested, the next panel member in rotation shall be notified until an available arbitrator is obtained; if no arbitrator is available to hear a case within fifteen (15) working days, the arbitrator on the panel who is available soonest shall be designated.
- k. The designated arbitrator is the member of the expedited panel who, pursuant to the rotation, is scheduled for the next arbitration hearing.
- l. The Partners mutually agree to request the arbitrator to resolve one or more, but no more than three (3) grievances at one hearing.
- m. The cost of the expedited arbitration will be borne equally by the Partners. Attorney's fees will not be awarded in expedited arbitration.

35-10.

All expedited arbitration will be final and binding.

ARTICLE 36
TERM OF AGREEMENT AND METHODS TO TERMINATE, RENEW AND CHANGE
OR AMEND

36-1. Effective Date

This Master Agreement will be effective on January 1, 2000.

36-2. Duration of the Agreement

This Master Agreement will be in full force and effect for five (5) years following its effective date and will automatically renew itself from year to year thereafter, unless reopened in accordance with this Article.

During the interval 120 to 90 calendar days prior to the expiration date of this Master Agreement, either Partner may give written notice of its intention to reopen and amend or modify the Master Agreement. Negotiations shall begin no later than 30 calendar days after the notice.

36-3 Reopener

Negotiations initiated by either Partner during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the Partners. The request to initiate negotiations, at a minimum, will address why the Partner believes the Article(s) does not meet the criteria of being equitable, affordable, flexible, legal or meets the interests of the Partner. There is no limit on the number of Article(s) that can be reopened.

The Partners will meet for the purpose of negotiating amendments or modifications during the term of this agreement within 30 days of the date mutual agreement to re-open is reached. The interest-based bargaining concept used to establish the existing contract will be used.

IN WITNESS WHEREOF the Partners hereto have entered into this Agreement on this Eighth Day of November, 1999.

William E. Beckham; President AFGE
Local 1023

Dale De Vries; Product Distribution Administrator,
Numismatics Strategic Business Unit

Mohamed Elmesewdy; Secretary/Treasurer,
AFGE Local 51

Louis Garcia Jr.; President, AFGE Local 695

Mary Garner; President, AFGE Local 3653

George E. Hunter, Ph.D.; Acting Director
Circulating Strategic Business Unit

Don V. Thompson; Assistant Director
for Security

Jay M. Weinstein; Chief Financial Officer

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APPENDIX A

ALTERNATE WORK SCHEDULES

1. Alternative Work Schedules

Alternate Work Schedules (AWS) are a valuable tool that help the Mint meet its business needs while allowing employees to be more flexible in scheduling their personal activities consistent with a family-friendly workplace. AWS programs also are useful recruitment and retention tools. Accordingly, the Mint is committed to offering AWS to all employees in an equitable and fair manner, providing there is no detrimental effect on cost, employee safety and health, or scheduling or performance of work, which includes productivity and level of service. Within these constraints every effort should be made to accommodate employee requests for AWS.

Union and management at all levels will work together in partnership to establish and implement AWS. Both parties are responsible for identifying ways to promote, implement, and improve the program.

Management will work with managers and supervisors and unit employees whose actions appear to jeopardize the AWS program. Similarly, the Union will work with union officials and unit employees whose actions appear to jeopardize the program. The Parties also agree to share information between/within facilities to identify improvements to and to solve problems with AWS.

2. AWS Definitions

- a. **Flextime.** This is a method of establishing individual work schedules that allow employees some discretion with regard to their arrival and departure times. The Flextime work schedule allows employees to vary their arrival and departure times each day so long as they are on duty during the office's established core hours and work a full 8-hour workday.
- b. **Maxiflex.** Employees working maxiflex shall account for 80 hours work in a bi-weekly pay period. Employees who select a maxiflex schedule may select an arrival time each day and may change that arrival time daily. Employees who select this schedule must record their arrival and departure times on a sign in/sign out sheet.
- c. **Compressed Work Schedule.** This is a method of establishing individual work schedules that allow employees to work eighty (80) hours in a bi-weekly pay period in fewer than ten (10) days. The employee may either work a 5/4/9 or a 4/10 schedule as follows:

- 1) Under 5/4/9:

During one (1) of the two (2) workweeks of the pay period, the employee works

four (4) nine-hour workdays and one (1) eight-hour work day, plus the office's established lunch period each day. The hours worked each day shall be consecutive, except for the lunch period.

During the other workweek of the pay period, the employee works four (4) nine-hour workdays, plus the office's established lunch period each day. The hours worked each day shall be consecutive, except for the lunch period.

2) Under 4/10:

During each workweek of the pay period, the employee works four (4) ten-hour workdays, plus the office's established lunch period each day. The hours worked each shall be consecutive, except for the lunch period.

c. Core hours. Core hours are those hours each day that a full-time employee has to be scheduled to work. Core hours, as appropriate to the administration of the program, will be established by mutual agreement of the local parties.

d. Overtime Hours. When used with respect to flexible schedule programs, overtime means all hours in excess of eight hours in a day or 40 hours in a week which are officially ordered in advance. When used with respect to compressed work schedule programs, overtime means any hours in excess of those specified hours which constitute the compressed work schedule.

e. Credit hours are hours worked in excess of the basic work requirements at the option of the employee in order to vary the length of the workday or workweek.

3. Documenting Leave and Overtime

Employees who are on leave for a portion of the workday or who perform overtime work shall note the specific time in the appropriate space on the sign in/sign out sheet. Unless overtime work (premium pay or compensatory time) has been previously authorized by the supervisor, employees will not be compensated for more than eight (8) work hours or (9/10) nine/ten work hours for employees on a compressed work schedule.

4. Credit Hours

Credit hours may be earned and used in quarter-hour increments. Employees may not be advanced credit hours; they must be earned before they are used. Employees working a compressed work schedule (5/4/9 or 4/10) may not earn credit hours. They can only be earned on flexible schedules, including maxiflex.

An employee can work/earn one credit hour per day without supervisory approval and a total of three hours per day with supervisory approval. Up to 24 credit hours can be carried over from one pay period to another.

5. AWS Schedule Options/Tours of Duty

Local parties will determine which tours of duty will be offered and when elections can be changed in their respective areas. Earliest start times and latest stop times, as appropriate, will be established at the local facilities by mutual agreement of the local parties.

Employees will be advised as to which tour(s) will be offered. Any employee who wishes to change his/her work schedule shall request the change in writing to his/her supervisor during the locally determined open season. Approval/disapproval of that request shall be in writing.

If tour-of-duty conflicts arise between employees, then seniority, as defined under respective Local Supplemental Agreements, will be used to resolve the dispute.

6. Part-time Employees

Part-time employees may participate in flextime provisions and may work compressed work schedules that involve working fewer than 10 days a pay-period and more than eight (8) hours in at least one day. Work schedules for part-time employees shall be determined by the supervisor.

7. Excused Absences Under AWS

When excused absences are granted (e.g. voting leave, delayed arrival or early departure due to inclement weather), determinations regarding entitlement to excused absence, the amount of excused absence to be granted and/or the time period during which an excused absence is granted shall be based upon each employee's daily arrival times. Each employee's arrival times during the pay period in which the excused absence was granted shall be rounded to the nearest quarter hour.

8. Changing Compressed Work Hours

Employees working a compressed work schedule cannot change their scheduled day off, or (if the employee is working 5/4/9) the number of hours they are scheduled to work on a given day, to account for absences on another scheduled workday during the pay period, without the prior approval of their supervisor. Any such absences must be charged to the appropriate leave category and in the appropriate amount.

9. Charges to Leave and Holiday Credit While on AWS

Employees working a compressed work schedule who are on scheduled leave for the full workday shall be charged the number of hours he/she was scheduled to work.

An employee working 5/4/9 or 4/10 will be credited with the number of hours he or she would have worked on those days when a holiday falls on a scheduled workday. If the holiday falls on a day the employee is not scheduled to work the employee is entitled to an "in lieu of" holiday of 9 hours for those working 5/4/9 or 10 hours for those working 4/10. Employees working a maxiflex or a 5/8 schedule are entitled to an 8-hour holiday.

10. Sign-in/Sign-out Sheets

Employees must record their arrival and departure times on an office sign-in/sign-out sheet if they elect flexitime or discontinuous hours in a day. Use of a sign in/sign out sheet for other types of schedules is up to the local parties.

11. Travel and Training While on AWS

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

12. Changes to AWS

The union and management at all levels will work together in partnership to address the need or desire for changes in AWS. Changes include availability of types of schedules (flexitime, maxiflex, compressed work schedules, and other local configurations of AWS) offered in a particular work unit, or reduction/increase in the number of employees able to exercise those options. This provision does not apply to individual employee changes except to the extent that individual changes demonstrate a pattern that needs to be addressed.

Step 1 - Recognizing the Mint's commitment to offering AWS to employees and the commitment of both parties to partnership, whichever party is proposing the change is obligated to share the basis for that proposal (e.g. the need for coverage during certain hours for production support) as it relates to the proposed change. If requested, the basis will be shared in writing.

Step 2 - Local parties will agree on the individuals who will address changes and on requisite coordination procedures.

Step 3 - If Step 2 involves the shop steward and the local supervisor and if the parties do not agree on whether the change should be effected, the matter will be elevated for resolution through partnership to the Local Partnership Council or local parties, as determined locally.

Step 4 - If the local parties or LPC do not resolve the matter, it will be referred to the Co-Chairs of the NPC for their advice and guidance. Their recommendation should be made within 10 working days.

Step 5 - If the issue remains unresolved, it may be resolved through an

appropriate third party option.

APPENDIX B

REQUEST FOR LEAVE OR APPROVED ABSENCE

1. NAME (<i>Last, First, Middle Initial</i>)			2. EMPLOYEE OR SOCIAL SECURITY NUMBER			
3. ORGANIZATION						
4. TYPE OF LEAVE/ABSENCE <i>(Check appropriate box(es) below.)</i>	DATE		TIME		TOTAL HOURS	5. FAMILY AND MEDICAL LEAVE
	From	To	From	To		
<input type="checkbox"/> Accrued Annual Leave						If annual leave, sick leave, or leave without pay will be used under the Family and Medical Leave Act of 1993, please provide the following information: <input type="checkbox"/> I hereby invoke my entitlement to Family and Medical Leave for: <input type="checkbox"/> Birth/Adoption/Foster Care <input type="checkbox"/> Serious Health Condition of Spouse, Son, Daughter, or Parent <input type="checkbox"/> Serious Health Condition of Self Contact your supervisor and/or your personnel office to obtain additional information about our entitlements and responsibilities under the Family and Medical Leave Act of 1993.
<input type="checkbox"/> Restored Annual Leave						
<input type="checkbox"/> Advance Annual Leave						
<input type="checkbox"/> Accrued Sick Leave						
<input type="checkbox"/> Advance Sick Leave						
Purpose: <input type="checkbox"/> Medical/dental/optical examination of requesting employee <input type="checkbox"/> Other <input type="checkbox"/> Care of family member/bereavement, including medical/dental/optical examination of family member						
<input type="checkbox"/> Compensatory Time Off						
<input type="checkbox"/> Other Paid Absence <i>(Specify in Remarks)</i>						
<input type="checkbox"/> Leave Without Pay						
6. REMARKS:						
7. CERTIFICATION: I hereby request leave/approved absence from duty as indicated above and certify that such leave/absence is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave/approved absence (and provide additional documentation, including medical certification, if required) and that falsification of information on this form may be grounds for disciplinary action, including removal.						
EMPLOYEE SIGNATURE			DATE			
8. OFFICIAL ACTION ON REQUEST: <input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED <i>(If disapproved, give reason. If annual leave, initiate action to reschedule.)</i>						
SIGNATURE			DATE			
PRIVACY ACT STATEMENT						
Section 6311 of title 5, United States Code, authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation for employment or security reasons; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of leave administration; or to the General Services Administration in connection with its responsibilities for records management.						
Where the employee identification number is your Social Security Number, collection of this information is authorized by Executive Order 9397. Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of this request.						
If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.						

APPENDIX C

POLICY FOR DETERMINING DISCIPLINARY PENALTIES

The United States Mint (Mint) policy for discipline is to maintain a constructive, disciplined work environment in which management, labor, and employees recognize and carry out their responsibilities. Necessary disciplinary action is taken without regard to marital status, political affiliation, race, color, religion, sex, national origin, age, physical or mental disability.

Disciplinary action is taken when necessary and then promptly and equitably. The purpose of the disciplinary action is to correct and rehabilitate the offender, if possible. Penalties must not be disproportionate to offenses and must be applied as consistently as possible within each facility, considering the particular circumstances of the cause(s) for disciplinary action.

The determination of which penalty to impose in a particular situation requires the application of responsible judgement. The Mint's policy is to consider the following prior to determining a penalty for discipline.

1. RESPONSIBILITIES

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

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

2. TAKING ACTIONS CONSTRUCTIVELY

Constructive discipline is preventive in nature. Its objectives are to develop, correct, and rehabilitate employees; to encourage their acceptance of appropriate responsibility; and to prevent, if possible, situations where there is no alternative but to penalize. The discipline penalty should be commensurate and progressive. However, if an employee's conduct is so egregious that it threatens health, safety, or national security, it may warrant immediate removal, rather than progressive discipline.

Disciplinary action is based on the conclusion that there is sufficient evidence available to support the reason(s) for the action and that the disciplinary action is warranted and reasonable in terms of the circumstances which prompted it. The disciplinary action must promote the efficiency of the Federal service.

In determining the appropriate penalty, supervisors must observe the principle of like penalties for like offenses in like circumstances. This means penalties will be applied as consistently as possible across the spectrum, including both bargaining unit and non-bargaining unit employees. Deciding officials are required to review the Douglas Factors prior to making a decision. Proposing officials should also review these factors, obtainable through their Human Resource Office, when deciding what action to propose.

3. GUIDE TO DISCIPLINARY ACTION

Through Partnership, management with consultation from union officials should assess penalties that are proportionate to the offense, that will contribute to the solution of the problem and to the attainment of an effective work environment, and that take into consideration all relevant penalty selection factors. While the final decision as to what action will be proposed and whether disciplinary action will be taken will be the responsibility of the proposing and deciding official respectively. He or she should consult with the union steward before arriving at a decision. The purpose of this consultation is to build framework of all the relevant facts, possible actions, and mitigating or aggravating factors. Once this framework has been built, appropriate action(s) should be discussed. The mechanical use of any guide should be avoided; each action should be judged on its own merits, input from union partners, and the responsible judgement of management officials.

Supervisors are encouraged to speak with employees to correct behavioral problems prior to proposing any action. Supervisors are required to partner with their union representative to explore alternative methods of discipline. All available resources, such as referral to the Employee Assistance Program, should be considered before any disciplinary action is initiated.

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

a. leaders display the following behaviors

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

- Recognize good performers
- b. employees display the following behaviors:
- follow work rules and standards of conduct and performance;
 - treat each other with mutual respect and dignity; and
 - work together to accomplish the work of the Mint

All formal disciplinary actions must be coordinated with the appropriate Human Resources Office. By the time a formal proposal is made, however, partnering efforts should have been undertaken.

APPENDIX D ALTERNATE DISPUTE RESOLUTION

Alternate Dispute Resolution (ADR) refers to a range of procedures intended to resolve disputes more quickly and with greater satisfaction for the parties involved than is possible through formal litigation. The employment of ADR is a consensual matter and cannot be instituted without a voluntary election on the part of the employee.

The key to the Mint's ADR program is that it involves mediation by your peers: other Mint employees specifically trained to for mediation. Mediation has proven very effective in resolving disputes. However, if mediation does not work, you are entitled to ask for final and binding arbitration by outside, independent arbitrators.

Disputes covered by this procedure are most work-related disputes. Disputes not covered include issues involving suitability determinations, security clearances, and workers' compensation.

Complaints filed with the Equal Employment Opportunity Commission (EEOC), Merit Systems Protection Board (MSPB), or through the grievance process may take from six months to several years to obtain a final decision regarding the employee's complaint. Final decisions for disputes processed through the ADR process are obtained within a little more than 4 months (130 days).

An employee who voluntarily elects to resolve his or her dispute through the ADR Process is selecting a different forum in which the complaint will be heard, and a final decision will be issued. When an employee elects ADR, management and the employee (and/or representative) will meet with a certified mediator in attempt to resolve the dispute.

If the employee's complaint is unable to be resolved the employee can elect to have his or her complaint heard by an independent and qualified arbitrator. The arbitrator is selected by the employee and agency management. After a hearing is conducted, the arbitrator will issue a final decision. The employee receives essentially the same type of due process (attempted resolution and hearing) the employee would otherwise receive had he or she chosen to pursue their complaint through the agency's administrative EEO process, or before the EEOC, MSPB, or through the administrative or negotiated grievance process.

The arbitrator conducts a hearing regarding the dispute within 30 calendar days of his or her appointment. Both management and the employee are provided an opportunity to submit relevant and material evidence to the arbitrator, including the testimony of any witnesses the arbitrator approves as relevant and material to the issue(s) presented by the dispute. All final determinations and decisions issued by the arbitrator are binding on the employee and agency management. Thus, the swift resolution of disputes will not be impeded by an otherwise lengthy appellate process.

The ADR process is intended to be an informal, efficient, and useful method of resolving disputes between an employee and supervisor so that both parties are satisfied that the resolution achieved was fair and comprehensive. Formal, lengthy Departmental investigations of discrimination complaints are avoided. Use of attorneys by either side is discouraged; however, the employee can always be represented by an attorney at his or her own expense. Except for attorney fees, the entire cost of the ADR process will be borne by the agency. The employee does not in any way forego his or her opportunity to procure a fair, equitable, and impartial consideration of his or her complaint against the agency. The employee does, however, obtain a more timely final decision.

APPENDIX F VIOLENCE IN THE WORKPLACE

It is the United States Mint's policy to promote a safe environment for its employees. The Mint is committed to maintaining a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. While this kind of conduct is not pervasive at our agency, we recognize that no agency is immune and that every agency will be affected by disruptive behavior at one time or another.

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