

1996 MASTER AGREEMENT
BETWEEN THE
UNITED STATES MARSHALS SERVICE
AND THE
AMERICAN FEDERATION OF
GOVERNMENT
EMPLOYEES, AFL-CIO
INTERNATIONAL COUNCIL OF
U.S. MARSHALS SERVICE LOCALS, C-210

ARTICLE 22

REDUCTION IN FORCE/FURLOUGH

Section 1.

The Employer has a reduction in force (RIF) when it releases an employee from his competitive level by separation, demotion, or furlough for more than thirty (30) days, or assignment requiring displacement; when lack of work, shortage of funds, reorganization, insufficient personnel ceilings, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights requires the Employer to release the employee. Employees may be furloughed for less than 30 days due to budgetary constraints or other conditions as required by law and regulation.

Section 2.

Once the Employer decides a RIF/Furlough is necessary, the decisions on which and how many jobs are to be reduced, and when the reduction is to be made are Management decisions of the Employer. All reductions and transfers will be carried out in strict compliance with applicable laws and regulations and the NMA.

Section 3.

When a RIF/Furlough is necessary, the Employer will notify the Union as soon as possible. The written notice will state:

- a. The reasons why it is necessary to conduct a RIF/Furlough;
- b. Information on a continuous basis as it becomes available, including but not limited to:
 1. competitive area(s) and levels affected employees as appropriate;
 2. numbers and types of positions or employees affected; and
 3. the approximate effective date and or duration of the RIF/Furlough.
- c. That the Employer will meet with the Union, upon request, to discuss the RIF/Furlough, transfer of function or reorganization.

d. When the Union receives notice pursuant to Section 3a. of this Article, the Union may request impact bargaining as to affected bargaining unit employees. If impact bargaining is requested, proposals must be submitted by the Union within ten (10) days of receipt of the Employer's notice.

e. RIF/Furlough actions will be accomplished in full conformance with law and regulation and this Agreement.

To effect expeditious resolution, negotiations, if requested, will commence immediately. Nothing in the above established procedure will affect the Employer's right to conduct the reduction-in-force, transfer of function, reorganization or the effective date of the personnel action(s).

Section 4.

To minimize adverse effects upon employees in a RIF/Furlough situation, it is the policy of the Employer, where proper, to accomplish the RIF/Furlough through attrition where the attrition will occur prior to the effective date of the RIF/Furlough.

Section 5.

The Employer will provide complete information needed by employees to understand fully the reduction or transfer of function and why they are affected in accordance with law and regulation. Specifically, the Employer shall:

a. Inform employees selected for release, in writing, of the proposed action and such shall be given to the employee(s) sixty (60) days or earlier, if known, in advance of the proposed action;

b. Inform all affected employees of the extent of the affected competitive area, the regulations governing RIF/Furlough, and the kinds of assistance provided for affected employees;

c. Give affected employees maximum assistance in obtaining other employment.

Section 6.

An employee will be given ten (10) calendar days in which to accept or reject any reassignment offer made in accordance with his/her rights under regulations.

Section 7.

Employees who have been affected by a RIF may exercise their bumping and retreat rights in accordance with law and regulations.

Section 8.

If an employee is proposed for separation or assignment to a lower grade level, he/she and/or his/her representative shall have the right to review all records pertaining to the action. This review includes the retention register for his/her competitive level and those for other

positions for which he/she believes he/she are qualified, down to and including those in the same or equivalent grade as the position "offered" by the Employer. If separation occurs, this includes all positions equal or below the grade level of his/her current position.

Section 9.

Competitive areas are governed by Departmental and Office of Personnel Management Regulations.

Section 10.

In a RIF/Furlough, the Employer will counsel employees for whom no positions are located, on the basis of information obtained from the local state employment agency, on any benefits that may be available to them.

Section 11.

The Employer will explain to every eligible employee affected by RIF/Furlough the program for early retirement with the discontinued service annuity and other programs such as retirement and severance pay.

Section 12.

The transfer of function means:

- a. The transfer of the performance of a continuing function from one competitive area and its addition to one or more competitive areas; or
- b. The movement of the competitive area in which the function is performed to another commuting area.

Section 13.

Reorganization is defined as the planned elimination, addition, or redistribution of functions or duties in an organization.

Section 14.

The Employer agrees, to the extent possible, and consistent with its right to direct the work force, to consider an individual employee's request in the implementation of any reorganization.

Section 15.

Employees may meet with union representatives to discuss the impact of any RIF/Furlough action. Employees may grieve the application of RIF procedures in accordance with Article 24 of this Agreement or exercise MSPB appeal rights as provided by law.

ARTICLE 23

USE OF GOVERNMENT VEHICLES

Section 1.

No employee will be required to use his/her privately owned vehicle (POV) for official business. However, if an employee is requested to use his/her POV for official duty and he/she elects to do so, the Employer agrees to pay the employee the maximum rate allowable per mile, tolls, ferry fares, and other expenses for the use of the vehicle according to regulations. Employees acting within the scope of their authority and are on official duty, may as request coverage for accident or injury than occurs during the performance of duty as provided by law and regulation.

Section 2.

The use of an official vehicle between the residence of an employee and his/her office or other place of employment is not considered

"official business" unless such use has been determined to be necessary by the United States Marshal (USM) responsible and

the USM has issued written authorization to the employee involved. Personal use of a Government Vehicle is prohibited as provided by law and regulation.

Section 3.

It is the policy of the Employer that employees will not be required to operate unsafe vehicles. Employees required to operate an unsafe vehicle may bring the matter to the supervisor's attention, may contact the Joint Health and Safety committee as provided for in this Agreement, or may file a grievance under the NGP or, alternatively, file a complaint under OSHA Complaints Procedure, but not both.

Section 4.

The USMS will equip law enforcement vehicles with emergency equipment giving full consideration to the needs and mission of the USMS. Government vehicles must be operated in a safe a prudent manner. In an emergency situation where the vehicle operator believes that he/she must deviate from the obedience of state or local traffic laws, the operator should use emergency equipment if the vehicle is equipped with such and when operationally feasible notify state or local law enforcement authorities of the emergency. Use of a vehicle in an emergency situation requires that priority consideration be given to the safety of passengers, the general public and the preservation of private and government property. The vehicle operator bears the burden to justify departing from obeying state or local traffic laws.

Section 5.

Mandatory restrictions will be placed on employees having multiple at-fault accidents. In cases where merited, restrictions may be imposed for solitary at-fault incident. Restrictions may include suspension of home to work use, suspension of all use for a 30-dy period and disciplinary measures. Disciplinary measures may be mitigated by employees attending local traffic school at the employees expense.

The USMS may consider alternative corrective actions such as requiring employees to attend traffic school at the employees expense in lieu of disciplinary action for multiple at fault incidents. The USMS will provide due process procedures and negotiated appeal rights as provided in this Agreement to employees subject to a requirement to attend traffic school at their own expense.

ARTICLE 24

CLOTHING

Section 1.

If requested, employees will be provided overgarments to protect their personal clothing when they are to perform dirty and dusty work.

Section 2.

Upon request, females will be issued holster type handbags in lieu of the Service issued holsters.

Section 3.

The Employer agrees to process all DJ-110, Voucher and Employee Claim for Loss or Damage to Personal Property, for loss or damage of property, including personal clothing and vehicles, subjected to risks in the performance of duty, such as in connection with civil disturbances, law enforcement activities, public disorder, common or natural disaster, or efforts to save government property or human life.

Section 4.

The Employer agrees to provide protective vests for operational personnel. The wearing of vests is optional except when, in the judgement of the detail commander, a dangerous situation exists, the detail commander, deputy in charge or other appropriate supervisor may require the wearing of vests.

ARTICLE 25

PHYSICAL/MEDICAL REQUIREMENTS

Section 1.

Operational employees are required to meet the physical qualification standards established for their positions and by the Office of Personnel Management.

Section 2.

An employee in an operational position who fails to meet this standard will be given a reasonable opportunity to correct his/her deficiencies.

Section 3.

During a period in which an employee is temporarily restricted due to physical and or medical conditions, from performing the full range of duties for the position the Employer may assign such employee to light duty without loss of pay (exclusive of LEAP provisions) provided that light duty work assignments are available and the employee is able to perform such duties, consistent with light duty requirements set forth in the USMS Manual.

Section 4.

The Employer will schedule periodic medical examinations for law enforcement personnel at the Employer's expense. Alternatively, an employee can go to his/her own private physician with the proper forms for his/her physical examination at the employee's expense. It is recognized by the parties that additional examinations may be scheduled by the Employer in accordance with governing regulations.

Section 5.

Unit employees hired after July 1, 1984, and those personnel who do not maintain their weight proportionate to their height must participate in the Fitness-In-Total (FIT) Program. Other personnel may participate in the FIT Program on a voluntary basis.

Section 6.

Fitness-For-Duty Examinations - An employee shall be informed of his/her right to a representative in conjunction with a

fitness-for-duty examination. In seeking a fitness-for-duty examination, the employee may have one representative in a

fitness-for-duty processing. The representative should be designated in writing. Medical examination records will only be released to authorized personnel in accordance with applicable laws.

Section 7.

If the employee fails to meet the medical qualification standards for the position, and is eligible for disability retirement as provided by law and regulation, he/she may be processed for disability retirement. The employee will be counseled about his/her options. Retirement procedures as provided for by law and regulation will be followed when processing an employee for disability retirement.

Section 8. Drug Testing

The Employer may test for reasonable suspicion use of illicit drugs, and abuse of prescription drugs (use in excess of medically prescribed doses) and other drug use as provided by Executive Order 12564.

ARTICLE 26

PAST PRACTICES

The parties agree that Employer policies and mutually understood and accepted practices affecting conditions of employment which do not conflict with this Agreement shall remain in effect unless changed pursuant to the procedures set out in Article 3 - "Mid-Term Bargaining." Such practices may not conflict with published Employer policies and regulations and published applicable regulations of other agencies. In the event of a conflict between such practices and such policies and regulations, the Employer shall give affected employees and the Union reasonable notice that the Employer intends to enforce the policy or regulation before bringing the practice into compliance with the appropriate policy or regulation.

ARTICLE 27

HEALTH AND SAFETY

Section 1.

It is recognized that the health and safety of employees is one of its highest priorities and a mutual concern of the Employer and the Union. The Employer will provide a safe and healthful working environment consistent with the Occupational Safety and Health Act, Executive Order 12196, and the Basic Program Elements for Federal Employees Occupational Safety and Health Programs (29 C.F.R. 1960).

The Employer agrees to establish a Health and Safety committee as provided by EO 12196 and law that serves to advise and make recommendations as appropriate on the operation of the USMS Health

and Safety program. A safety representative will be designated for each district who will be responsible for reporting any hazardous or unsafe conditions observed by him/her or reported to him/her, to the Safety Officer. The Employer will initiate prompt and appropriate action to correct any unsafe working conditions which are reported and which are determined to be unsafe. There will be an annual safety inspection of all areas occupied by the employees. The Union may designate a representative at each post of duty who will participate in an annual inspection.

Section 2.

Any employee who becomes ill or is injured in the performance of his/her duties will be promptly informed by the Employer of any and all benefits they are entitled to under the OWCP. The Employer will immediately investigate the facts and circumstances concerning the illness or injury and the employee will be furnished a copy of the report submitted to the OWCP office. If an employee is injured in the line of duty, he/she will be placed on administrative leave in accordance with applicable regulations.

Any employee or Union representative who believes that an unsafe or unhealthful condition exists at his/her facility shall report such condition to appropriate supervisory authority. If such condition is found to exist and has not been corrected within a reasonable time after it was reported, any employee or Union representative may request an inspection of the unsafe or unhealthful condition by a designated safety representative of the Employer. Grievances relating to Health & Safety issues will be made pursuant to Article 20 of this contract.

Section 3.

Where full health facilities are not available on the premises the Employer agrees to provide first aid kits(s) and to designate an employee(s) from among volunteers to maintain the kit(s).

Section 4.

The Employer agrees to maintain copies of each Health Benefit Plan offered to employees within a particular area. Upon request, such copies will be available to the Union and the employees.

Section 5.

Whenever it is necessary for an employee to leave work and return home because of serious illness or incapacitation, the Employer will make a determination as to whether or not an employee is needed to transport the employee to his/her residence and, if so, will allow the transporting employee time to do so.

Section 6.

The Employer will maintain and provide to the Union copies of statistical reports on Health and Safety required by the Department of Labor. Information on safety and health problems will be disseminated to all employees. Changes in health and safety programs will be negotiated with the Union as required by law.

Section 7.

Upon request, employees who, in the line of duty, are exposed to a contagious disease or a hazardous substance that has potential of causing health problems, can be examined and/or treated at government expense. Managers will see that all personnel who are exposed receive treatment in accordance with the OWCP and other appropriate regulations.

Section 8.

Training - The Employer agrees that its occupational safety and health program will provide appropriate safety and health training for employees responsible for conducting occupational safety and health inspections, members of the occupational safety and health committee, and other unit employees, as necessary.

Section 9.

Health Services - The Employer agrees to continue to provide the various health services which are currently provided to employees of the bargaining unit.

Section 10.

Disabled Employees - The Employer agrees to develop procedures to ensure that all disabled employees are provided appropriate assistance to evacuate buildings in the case of an emergency.

Section 11.

The Employer and the Union agree to establish a joint Health and Safety Committee that will consist of four (4) members with an equal number of Employer and Union representatives. Each party shall choose its own members for such duration as the respective parties determine is appropriate for its members. Travel and per-diem will be authorized as provided for in Article 10 of this Agreement.

a. The Health and Safety Committee shall be self-organizing and will meet as necessary at mutually agreed times at the Headquarters of the USMS other appropriate places and perform such functions as provided by EO 12196 and law which includes:

1. Have access to agency information relevant to their duties including information on the nature and hazardousness and substances in agency work places.
2. Monitor performance including USMS inspections, of the Health and Safety program.
3. Consult and advise and make recommendations on the operation of the USMS Health and Safety program.

Section 12.

The following procedures will be utilized in unusual non-law enforcement situations when an employee believes that a working condition under the control of the Employer poses an imminent threat of death or serious bodily injury. In formulating this procedure, it is understood by the parties that the parties do not sanction insubordinate conduct or failure to follow written or oral instructions properly given by an employee's superiors. In the normal course of business, all employees are expected to carry out written and oral instructions of superiors when orders are given. If an employee does not agree with the order, the order should be carried out, after which it can be grieved or an OSHA complaint filed, as appropriate.

a. When duties involving special hazards must be performed, it will be each employee's responsibility for his or her own safety. There is an obligation for each employee to know and observe safety rules and practices as a measure of protection. When an employee believes he or she is being required to work under conditions which are unsafe or unhealthy beyond normal hazards inherent to the operation in question, the employee shall refer the matter to the supervisor. The supervisor will make an evaluation of the working condition, and direct that the work assignment either be continued or be stopped. If the employee is unsatisfied with the supervisor's decision, the decision may be grieved under the negotiated grievance procedure or a complaint filed under the OSHA Complaint Procedure but not both.

b. When a supervisor is unavailable, an employee may terminate an assignment if the employee believes there is an imminent threat of death or serious bodily injury to himself or herself. In these situations or in situations where an employee refuses or fails to carry out an order, the employee will have the burden of showing appropriate evidence that he or she had a reasonable basis for his or her belief. In the absence of demonstrated proof, the employee will be subject to adverse action for insubordinate conduct or failure to carry out assignments, as appropriate.

Section 13. Communicable Diseases

- a. If a USMS employee contracts or tests positive for a communicable disease and the employee believes that the disease is job-related, all issues concerning compensation, payment for medical treatment, use of leave etc., will be governed by applicable law and regulation (e.g., FECA, Disability Retirement under Title 5, U.S.C.)
- b. The Employer will provide each employee who is at risk to exposure to air borne pathogens free immunization as required by law. Immunization for Hepatitis B will be provided to operational employees as required by law. Employees whose duties bring them into contact with significant amounts of blood or airborne pathogens, may request immunization. Such requests will be granted when, in the sole discretion of the USMS, these employees are determined to fall within CDC guidelines for immunization.
- c. The USMS will authorize the districts to purchase the standard kit being used by law enforcement agencies, which includes gloves, mask, apron, CPR device and goggles.
- d. On a local level, each district will request local law enforcement agencies to inform the USMS of the health status of prisoners who are being transferred to USMS custody. The parties recognize that such notification may be restricted by state law, and that the notification arrangements necessarily will depend upon the cooperation of individual law enforcement agencies. Once the USMS has notice that a prisoner has a communicable disease, the appropriate supervisor will be notified; the supervisor will inform all other USMS personnel who may come into contact with the prisoner.
- e. In addition to training conducted at Glynco, the USMS will provide training in the districts to educate USMS personnel on the risks associated with handling prisoners with communicable diseases, and provide current medical information on communicable diseases. The USMS will provide updated medical information to the districts on an ongoing basis.

Section 14.

The Employer agrees to post at each district office and headquarters a poster in accordance with OSHA regulations. Among the information, the poster will list the names and phone numbers of the Union and Employer designated persons to contact for safety and health matters.

ARTICLE 28

FIREARMS

Section 1.

It is a management policy that employees in law enforcement positions are authorized to carry, use and maintain USMS issued firearms and/or carry and use approved personally owned firearms on and off duty only as provided for by law, regulation and the United States Marshals Service Weapons Policy.

Section 2.

Employees will be provided firearms training as to assure that weapons qualifications are maintained and that employees are proficient in the use of firearms. Therefore, it is the Employers policy to ensure that all USMS offices have access to a firearms range for qualifications and practice. The Employer will make reasonable efforts to ensure that operational employees are provided sufficient opportunity for firearms practice. Employees may request use of the range for practice purposes and workload permitting, the employee will be made available for practice purposes. Any use of the range shall conform to the Employer's safety practices. Further operational employees shall be allocated sufficient practice rounds of ammunition as set forth in the USMS Manual for practice and qualification purposes . Additional rounds may be requested.

Section 3.

In cases where a person has been seriously injured or killed by a USMS employee acting in the line of duty, the employee will be required to participate in trauma counseling with a mental health professional provided by the Employer and at the Employer's expense.

Section 4.

The Employer will review the proficiency standards for firearms training. The Union will be informed of any changes and findings before implementation of any new standards.

Section 5.

Employees training and qualification for firearms is an appropriate use of LEAP pay.

ARTICLE 29

EQUAL EMPLOYMENT OPPORTUNITY

Section 1.

It is the Employer's policy to provide equal opportunity in employment for all persons, to prohibit discrimination because of race, color, religion, sex, national origin, age or disability and to promote the full realization of equal employment opportunity by maintaining a continuing affirmative action program as provided in 29 C.F.R. 1614 and the DOJ Order.

The parties agrees that racial slurs, ethic jokes, obscene, abusive or insulting comments (racially /sexually offensive language) are unprofessional, inappropriate and are not tolerated within the USMS work environment.

The Employer agrees to conduct a continuing campaign to eradicate every form of prejudice or discrimination from the USMS's personnel policies, practices and working conditions; including but not limited to promotions and disciplinary actions. The Employer will not tolerate any form of discrimination and take actions as necessary to ensure that all USMS activities are free from every form of prohibited discrimination.

The appointing officer, except as required by law, shall not discriminate on the basis of the person's political affiliations, marital status, nor shall he/she discriminate on the basis of a physical handicap.

The Union agrees to be a positive force in promoting the EEO policy in this Article and to work with the Employer in the exploration to enhance the overall EEO program objectives.

Section 2. Prohibition Against Sexual Harassment

As required by law all employees are protected from unwelcome and offensive behavior. Management will make reasonable efforts to identify employment conditions that constitute a sexual harassment situation and require corrective action. The Employer's policy prohibits unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which constitute harassment when:

- a. submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
- b. submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting such person;
- c. such conduct has the purpose of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Section 3. Reasonable Accommodation

It is the Employer's policy to make reasonable accommodation to religious needs and known physical and mental limitations of a qualified employee with a disability unless the Employer demonstrates that the accommodation would impose an undue hardship on the Employer's operations. No requirement exists to accommodate physical or mental limitations of a temporary basis.

Section 4.

The Employer agrees to provide the Union statistical information which reflect numbers and types of EEO complaints. Where development and implementation of the Employer EEO and affirmative action plans and programs involve changes in personnel policies, practices or working conditions, the Employer will fulfill its bargaining obligation with the Union as stated in this Agreement and the law prior to implementation.

Section 5.

That whenever the Employer solicits nominations for EEO collateral duty counselors, the Union will be provided an opportunity to make nominations for such positions. Candidates selected shall meet the criteria established by their program and will be trained in accordance with the provisions of applicable regulations.

Section 6.

The Employer will make available names and business telephone number of EEO counselors to the Union. Prior to filing an EEO complaint, employees are required to consult with an EEO counselor within 45 days of the alleged discriminatory act. Processing of EEO complaints will be in accordance with 29 CFR 1614. The Employer will provide annual notice of the names of EEO counselors and complaint processing procedures to employees.

EEO counselors will inform employees of his/her right to a Union representative, which may include Union representatives, or any representation before or during the EEO process, as stated by the EEO regulations and this Agreement.

Section 7. Relationship to the Grievance Procedure

If an employee feels he/she is being treated unfairly or is being discriminated against he/she may raise the matter by filing a grievance under the NGP provisions of the NMA, or by filing an EEO complaint to the USMS. The employee must elect to raise the matter

under the NGP or EEO process but may not raise the matter under both procedures. Use of the pre-complaint process by contacting an EEO counselor for pre-complaint counseling does not prejudice the filing of a grievance under the NGP. Once the employee files an official complaint under the provisions of 29 CFR 1614, he/she is precluded from filing under the NGP. Once the employee has filed a written grievance under any step in the NGP, he/she is precluded from filing a discrimination complaint under the EEO process.

Section 8.

a. EEO Counselors will inform all complainants covered by this agreement that they have the right to Union representation at each stage of the complaint procedure.

b. The complainant and the complainant's representative will be provided a reasonable official time to prepare the complaint and respond to USMS or EEOC request for information. The USMS is not obligated to change work schedules, incur overtime wages or pay travel expenses to facilitate the choice of a representative or to allow for conferral purposes.

c. The Union shall have the right to be present at all formal discussions between management and employees, concerning adjustments of EEO complaints.

d. The Union shall have the right to attend discrimination complaint hearings held pursuant to EEOC regulations. If the employee who requested the hearing objects to the attendance of the Union observer on the grounds of privacy, the examiner will determine the validity of the objection and make the decision on the question of attendance.

e. After the Employer receives written notice of the name of the employee's (complainant) representative, all official correspondence shall be mailed to or hand delivered to the representative with copies to the complainant, as stated in 29 C.F.R. 1614, and the EEOC regulation.

Section 9.

Witnesses to EEOC hearings shall be in duty status with paid travel and per diem (if needed) when the witness's presence is authorized or required by the EEOC or Agency in connection with a complaint as required by law. Employee's representatives will be on Official Time and travel and per-diem may be authorized as provided by the 29 C.F.R 1614 and DOJ regulations.

Section 10.

The parties will establish an EEO Advisory committee to discuss and make recommendations regarding the Employers EEO, Affirmative Employment, Special Emphasis and EEO complaints adjudications. The Employer representatives will be designated by the EEO Officer and approved by the Council President. The Union will be afforded two representatives to be designated by the Council President. Union representatives will be on Official time and paid travel and per-diem for attendance at the EEO advisory committee.