

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 1**

**RECOGNITION**

**Section 1. Exclusive Recognition**

This Agreement is made and entered into between the United States

Marshals Service, the U.S. Department of Justice, referred to as the "Employer" or the "Agency", and the International Council of U.S. Marshals Service Locals 210, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union", the exclusive bargaining unit agent for all bargaining unit personnel in the United States Marshals Service.

**Section 2. Purpose**

The Employer hereby recognizes the Union as the exclusive bargaining agent under the provisions of the Federal Service Labor Management Relations Statute, Title 5 Chapter 71, hereinafter referred to as the Statute, and the Civil Service Reform Act of 1978, for all the employees in the unit, as the recognized Union for bargaining purposes with respect to conditions of employment as defined in 5 U.S.C. 7103 a (14), of employees represented by the Union and as provided by law. The Union has the full authority as provided by Statute to meet and confer with the agency for the purpose of entering into collective bargaining agreements, concerning changes in conditions of employment covering the above employees, and to administer this collective bargaining Agreement.

The Employer agrees that it will not bargain, negotiate, or enter into any agreement of memorandums of understanding with any other labor organization, association, persons or representatives thereof with respect to the terms and conditions expressed or contained in this labor agreement.

**Section 3. Certification of Unit**

The Union was certified as the exclusive representative of bargaining unit employees on August 20, 1974, in Case

No. 22-5070(Ro). The term "employee" as used in this Agreement means any employee of the Employer represented by the Union. Except as provided by 5 U.S.C. 7103, the bargaining unit consists of all

nonprofessional employees of the United States Marshals Service, including Deputy U.S. Marshals/Criminal Investigators GS-1811, 5/7/9, operational employees (GS-1811) GS-11 and above not excluded by Executive Order, intermittent and term deputies, detention officers, and administrative employees.

Employees specifically excluded from bargaining unit coverage and representation by Statute and court decision include;

professional employees, confidential employees, temporary employees with no reasonable expectation of continuous employment, internal investigators, supervisors, management officials, contract guards, and federal personnel workers in other than a purely clerical capacity. Employees excluded by Executive Order 12171 include those assigned to the USMS Headquarters Investigative Services Division, Judicial Services Division, and employees assigned to the Operations Divisions in the offices of the United States Marshal.

## **ARTICLE 2**

### **PRECEDENCE OF LAWS & REGULATIONS**

In the administration of all matters covered by the Agreement, the parties are governed by existing or future laws and the regulations of appropriate authorities, published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Prior to implementation of any Agency regulations relating to personnel policies practices and procedures affecting working conditions, the Employer will notify the Union and afford the Union the opportunity to bargain over such changes as required by law under procedures set forth in Article 3 of This Agreement.

## **ARTICLE 3**

### **PROCEDURES FOR MID-TERM BARGAINING**

#### **A. NATIONAL NEGOTIATIONS**

##### **Section 1. Notification**

The Union has the right to negotiate changes and revisions in working conditions, policies, and procedures of the Employer.

The Employer agrees to provide the Union notice and opportunity to negotiate as required by law and regulation new policies not converted by this Agreement under the procedures outlined below. Prior to implementation of changes in conditions of employment such changes will be referred in writing to the Council National President for review and offered an opportunity to negotiate such change as provided by law and regulation.

## **Section 2. Bargaining Request**

If the Union desires to negotiate over the proposed change, it will serve a bargaining request on the National Labor Relations Officer for the Marshals Service within seven working days of receipt of

the Employer's proposals. Along with the notice of intention of bargain, the Union will serve whatever proposals it has developed on the Employer. Employer policies may not be implemented until completion of negotiations as provided by law, regulation and this Agreement.

## **Section 3. Bargaining Procedures**

Upon timely notification to the Employer, the parties will meet to negotiate under the following procedures:

- a. The number of employees representing the Union for whom official time is authorized under the Statute and this Article shall not exceed the number of individuals designated as representing the Employer. The Union will notify the Employer at least three days prior to the commencing of negotiations of who the Union negotiators will be. The Union representative will request that the Union negotiators be released from duty on official time to participate in negotiations pursuant to Article 10 of this Agreement.
- b. The parties shall discuss the Employer's proposals in the order of their referral to the Union, unless the parties agree otherwise.
- c. When the parties have reached agreement, they shall reduce the agreement to writing and initial the written agreement. No agreement shall be binding on either party until the parties' designated representatives have initialed the agreement as provided in this paragraph.
- d. The parties shall meet no later than fourteen (14) days following the date on which the Union receives the Employer's proposals. Negotiations will be held Monday through Friday, 9:30 a.m. to 5:00 p.m. in the Washington, D.C. metropolitan area until agreement is reached or an impasse is reached on all outstanding issues. The site of negotiations will be chosen by mutual consent, if possible. If no agreement on the site can be reached by the deadline for commencement of negotiations, the Employer and the Union will rotate in choosing the site from one session of negotiations to the next.
- e. At any time either party may call recesses or caucuses, which may not last longer than one day. Longer recesses may be set by mutual agreement.
- f. When the parties have reached an impasse in negotiations, they may request assistance from the Federal mediation and conciliation Service (FMCS) or the Federal Service Impasse Panel (FSIP) in accordance with their regulations.

## **Section 4. Emergency Procedures**

Nothing in this Article shall preclude the Employer from taking actions which may be necessary to carry out its mission during an emergency.

a. In a non-emergency situation where immediate action is necessary to change a condition of employment, the Employer may request an expedited schedule for negotiations. In such a case, the parties will meet within three (3) days of receipt of the Employer's proposals and request expedited negotiations. The procedure for conducting expedited negotiations will be the same as those set out in Section 3 above.

b. The time in this Article may be extended by mutual consent.

### **Section 5. Notice of Changes**

The Employer agrees to send copies of any proposed changes of the policies, procedures and practices affecting national conditions of employment, with notice and all documents, to the Council President and designated Union Executive Council members. The Council President will annually submit the names of the above committee members and local presidents to the Employer.

### **Section 6. Dissemination of MOU's**

The Employer agrees to disseminate signed off memoranda of understanding (MOUs) to appropriate management officials and district offices. Local MOUs will be placed on the Employee bulletin board in the appropriate district office. Notice of

national MOUs will be made through the Employer's communication channels and placed on the employee bulletin board of local offices.

### **Section 7. Duplication of MOU's.**

The Employer agrees to provide the Council President with a copy of local and national negotiated agreements, supplemental local agreements, and MOU's for distribution to Union Officials. The Council President is authorized to use Employer facilities and equipment for such purpose.

## **B. LOCAL NEGOTIATIONS**

### **Section 1. Bargaining Procedures**

The following procedures shall be followed whenever the United States Marshal/Division Chief or designee desires to change conditions of employment for Marshals Service offices.

a. Within 30 days of execution of this Agreement, the Union shall notify each Marshal and the National Labor Relations Officer of the name and address of the person who is entitled to negotiate for the Union in each office. Annually, the Employer agrees to provide the Union with an updated listing of USM's and their fax numbers.

b. If a local District/Division Chief or designee desires to change conditions of employment he/she shall refer the proposal to the person identified by the Union pursuant to subsection (a) referenced above.

c. Should the Union decide to negotiate the proposals, the Union official shall refer counter proposals or meet to discuss the Employer's proposals within seven days after receipt of the

Employer's proposals.

d. The parties agree to commence negotiations requested by the Union within seven days after the Employer receives the Union's timely submitted counter proposals.

e. By mutual consent, expedited procedures may be used which waive the above requirements.

## **Section 2. Groundrules**

a. Each party shall be represented by not more than two employees, except for the D.C. District and Superior Court which may have three employee representatives for each party.

b. All negotiations shall be conducted Monday through Friday during normal working hours of the office.

c. All negotiations shall be conducted at the United States Marshals Service offices or otherwise mutually agreed upon location.

d. All negotiability disputes shall be appealed in accordance with regulations of the Federal Labor Relations Authority (FLRA) except for disputes over application of the Master Agreement, which shall be resolved by the Negotiated Grievance Procedure (NGP).

e. If the parties are unable to come to agreement on a negotiable provision either party may request assistance from the FMCS as appropriate.

f. Official time will be authorized pursuant to Article 10, Official Time, Travel and Per-diem.

## **C. UNION INITIATED PROPOSALS**

### **Section 1. Mid-term proposals**

The Employer agrees to negotiate proposals submitted by the Union during the term of this Agreement pursuant to the procedures outlined below:

### **Section 2. Exclusions**

The Union agrees not to propose changes specifically covered by this Agreement or on specific issues which were negotiated in the discussions leading to this Agreement.

### **Section 3. Procedures**

The parties agree to negotiate Union initiated proposals under the same procedures used to negotiate proposals made by the Employer.

## **ARTICLE 4**

### **SUPPLEMENTAL LOCAL AGREEMENTS**

#### **Section 1. Changes in Conditions of Employment**

The parties, recognizing the necessity to implement, improve, and maintain a more effective labor management relations program, agree to the negotiation of supplemental collective bargaining agreements with USMS District/Division Offices and the AFGE Locals for their respective districts. Changes in conditions of employment not covered by the supplemental local agreement will be referred in accordance with Article 3 of the Master Agreement. In accordance with Article 26 the parties agree that past practices will remain in effect.

## **Section 2. Exclusions for Supplemental Agreements**

A supplemental agreement may be negotiated for bargaining

unit employees stationed in a district office and headquarters components. Supplemental agreement may cover matters specified in this Article to the extent that the local manager has discretionary authority to set policies for his/her own district/division office. Supplemental agreements may not modify or repeat the Master Agreement.

Supplemental agreements may not contain provisions dealing with the issues covered by this Agreement or specific issues which were discussed in negotiations leading to this Agreement. Specific subjects for which supplemental bargaining is authorized are set forth in Section 7 of this Article.

## **Section 3. Agency Head Review**

Supplemental local agreements will be reduced to writing, signed by the parties, and subject to the provisions of this National Agreement, and will become effective upon approval of the Director

of the USMS and the National Council President, Council 210, AFGE. Notice of disapproval of supplemental agreements must be issued not later than (30) days after a copy of the supplemental agreement executed by the local parties is received by the National President and the Director.

## **Section 4. Grievances and Disputes**

Grievances arising over any provisions of a supplemental local agreement will be processed in accordance with the Grievance and Arbitration Articles of this Agreement or Section 5 U.S.C. 7116, except that no grievance may be filed over a dispute as to whether a proposal is outside the duty to bargain on account of a statute or regulation of appropriate authorities of the Department of Justice. Such disputes may be resolved in negotiability appeal procedures established by the FLRA.

## **Section 5. Commence Supplemental Agreements**

Negotiations for local supplemental agreements must be commenced not later than (60) days after receipt of the New Master Agreement. The limitation will not apply to newly formed AFGE units and may be extended by agreement of the parties at the level of recognition.

## **Section 6. Termination of Supplemental Agreements**

All supplemental agreements shall terminate if the Master Agreement terminates, unless both

parties agree to negotiate and extend the supplemental agreement in accordance with this Article. This language does not apply to previously implemented alternative work schedules and shift schedules.

### **Section 6. Official Time**

Official time for supplemental negotiations including impasse will be governed by Article 10 of the Master Agreement. The number of Union negotiators for which official time is authorized under this section will not exceed the number of individuals designated as representing the Employer in the negotiation of a supplemental agreement.

### **Section 7. Subjects for Bargaining**

In the interest of maximizing the efficiency of time spent in negotiating supplemental agreements, the supplemental agreement is restricted by the Master Agreement to the following subjects:

- a. Working conditions controlled by district management;
- b. Vacation scheduling;
- c. Administration of overtime;
- d. Facilities for representational activities controlled by Management;
  - 1. Union office space
  - 2. Meeting rooms
  - 3. Reasonable use of FAX machines during duty hours.

This does not preclude use of fax machines after duty hours.

- e. Facilities controlled by Management;
  - 1. Clothing lockers
  - 2. Firearm lockers
  - 3. Parking spaces
- f. Procedures for employees adversely affected when the Employer rotates unit employees;
- g. Voluntary overtime, special assignments and leave rosters;
- h. Shift work, compressed work schedule, flexitime arrangements as provided in Model language contained in Article 37 of this Agreement.

## **ARTICLE 5**

## **LABOR MANAGEMENT PARTNERSHIP COMMITTEES**

### **Section 1. Labor Management Partnership**

Under provisions of the National Labor Management Partnership Council MOU and or other mutually agreed upon committee that serves to promote improved labor management relations and communications,

the parties agree to work towards mutual interests and create a more cohesive and effective relationship which better serves employees, management, agency mission objectives and the delivery of quality services.

### **Section 2. Representation**

The parties agree that as part of the National Labor Management Partnership representation at these meetings shall be equal in number and the sessions shall be reasonable in duration.

### **Section 3. Official Time and Travel**

The parties agree that employees serving as Union representatives on Partnership meetings will be on official time and travel as provided in the Labor Management Partnership MOU dated 05\24\95.

## **ARTICLE 6**

### **STATUS OF EMPLOYEE REPRESENTATIVES**

#### **Section 1. Non-discrimination**

Subject to this Agreement, the Employer agrees that pursuant to Public Law 95-454 (1978) and Statute, there will not be discrimination against any employee, Union officer, or Union representative while in the responsible exercise of their right to organize and designate representatives approved by the Union for the purpose of collective bargaining, the preparation and presentation of grievances, appeals from adverse actions, the fostering of effective Employer-Union relations and cooperation, or upon any duly designated Union representative acting on behalf of any employee or group of employees within the bargaining unit.

#### **Section 2. Union Officers**

National officers, regional officers, shop stewards and national local representatives will be named or designated by the ICUSMSL Council President, will be recognized as Union officials and representatives of the employees of the International Council,

AFGE, and will have the same duties, responsibilities and protection as stated by law and this Agreement. The selection of Union officials is an internal Union matter. The Council President will provide the Employer annual updates of the names and addresses of authorized Union officials at the national and local levels.

#### **Section 3. Union Orientation**

- a. The Employer agrees to provide a copy of the NMA to all bargaining unit present and new employees (administrative and operational) at all offices of the Employer.
- b. The National Council President will receive 300 copies of the NMA.
- c. Each Council member and local Union official will receive 16 copies of the NMA.
- d. The Employer agrees to allow the Union the opportunity to provide an orientation session on Official time for all new recruit classes at the USMS Federal Law Enforcement Training Center (FLETC) or other mutually agreed upon facility under the following conditions:
  1. Attendance at the union orientation session shall be voluntary.
  2. The session shall be scheduled after the normal training day.
  3. The session will be held on the same day that the USMS Human Resources Division makes it's presentation.
  4. The Union will notify the Employer 14 days in advance of it's intent to provide such an orientation.

The Employer agrees to provide information to all new employees at the USMS FLETC concerning the employees statutory right to join and be represented by the Union. Further, the Employer agrees to distribute copies of the NMA and any other appropriate material supplied by the Union to all employees at the USMS FLETC.

#### **Section 4. Notification of Union Representative**

The Employer will advise new unit employees, or employees transferring between stations upon entering on duty, of the name of the designated Union Official in the area.

### **ARTICLE 7**

#### **EMPLOYEE RIGHTS**

##### **Section 1. Chapter 75 Rights**

Each employee covered by this Agreement shall have the right to form join or assist any labor organization or to refrain from such activity freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights except as otherwise provided by law and the statute 5 U.S.C. 71. Such rights include :

To act for labor organization in the capacity of a representative. The right includes the capacity to represent the views of the labor organization to the heads USMS organizational components, to officials of the Executive Branch, the Congress, or other appropriate authority.

To engage in collective bargaining with respect to conditions of employment as provided by law and this agreement through representatives chosen by employees under the provisions of the law and the Statute.

The engage in protected activities concerning equal opportunity in employment in accordance with Article 29 of this Agreement.

## **Section 2. Employee Communications**

All employees shall have the right to communicate and bring matters of employment and of personal concern to the attention of the Union, Federal Government appeal agencies, the USMS and Human Resources Office, the EEO office, the USMS Grievance Adjudicator and the Office of Inspections and other appropriate management officials through the chain of command in accordance with this Agreement and appropriate law.

## **Section 3. Payment of Just Debts**

It is recognized that all employees are expected to pay promptly all just financial obligations. With respect to private debts, a just obligation means one acknowledged by the employee to be valid or reduced to judgement by court. In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation, the USMS will neither act as an arbitrator nor will the USMS take any action against the employee which is directly related to the debt, unless the debt is in default and has been acknowledged by the employee and/or reduced to a judgement by a court of competent jurisdiction.

## **Section 4. Retirement Withdrawal**

An employee may withdraw a resignation or retirement application 61 days prior to the effective date of the action. The Employer will not obligate a position without first contacting the employee who filed an application for retirement or submitted a resignation and give the employee an opportunity to reverse his decision. The employee must make his/her decision to withdraw from or proceed with the resignation or retirement application within fourteen (14) calendar days after being notified by the Employer that the Employer intends to obligate the position. An employee who request withdrawal of a resignation or retirement within 61 days prior to the effective date of the action when the position has been obligated prior to the date of withdrawal he/she recognizes that he/she is subject possible reassignment if staffing ceilings require such action.

## **Section 5. Probationary Period**

In accordance with law and regulations, an employee who is appointed by transfer from another agency will not be required to serve a new probationary period, if the employee has previously completed a probationary period. Marshals Service employees who have completed a probationary period and who are reassigned or promoted into another position will not be required to serve a new probationary period unless the employee is appointed from a competitive certificate.

## **Section 6. Handling Sensitive Information**

In those situations where an employee is directed to handle sensitive, classified or restricted information and is not advised of it's sensitivity, classification or restricted nature, such failure by management will be considered prior to any consideration of corrective measures for the inadvertent disclosure or misuse of that information unless said disclosure or misuse

was deemed intentional or negligent.

### **Section 7. Conflicting Orders**

Failure to follow conflicting orders issued by responsible officials will be taken into consideration in deciding whether any corrective actions will be taken.

### **Section 8. Change to Official Records**

Any employee requested by a representative of the Employer to change or alter an official record, e.g. logs, returns, memo reports, etc., which they have properly prepared and believe such request to be inappropriate, shall report such request to the Inspector General for possible misconduct.

### **Section 9. Meeting with Union Representatives**

Employees are permitted to meet privately with a Union representative during duty hours in accordance with the Master Agreement, the Civil Service Reform Act of 1978, and the Statute.

### **Section 10. Whistleblowing Protection**

Employees are protected for lawful whistle blowing activities as provided by statute. Employees are protected against reprisal for the lawful disclosure of information by an employee which the employee reasonable believes evidences a violation of any law, rule, regulation, mismanagement or gross waste of funds, an abuse of authority, or substantial or specific danger to the public health and safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order or the conduct of foreign affairs.

### **Section 11. Performance Counseling**

The parties recognize that effective counseling enhances employee performance and promotes management efficiency. Employees who believe the counseling is conducted to retaliate or discriminate may grieve under the NGP. Upon request, the employee will be given a copy of the memorandum made documenting the counseling session.

### **Section 12. Review of OPF's**

- Official Personnel Folders (OPF)'s are maintained at USMS Headquarters. When visiting Headquarters, employees have the right to review their OPFs and to request correction of records under appropriate procedures.
- Upon request, the employee may receive a copy of everything maintained on the permanent side of his/her OPF.
- c. Employees may submit to Employer official letters and or documents for inclusion in their OPF.
- Employees OPF's will be maintained in accordance with Freedom of Information Act (FOIA) and the Privacy Act well as governing regulations. Employees may request the Employer to remove records from the OPF which are not required to be ordinarily maintained by the Employer.

### **Section 13. Employee Injury-OWCP Benefits**

Employees injured in the line of duty are entitled to benefits as provided by the Office of Workers' Compensation.

### **Section 14. College Courses**

An employee may request his/her tour of duty be altered to attend college courses.

### **Section 15. Medical Separation Appeal**

Employees involuntarily separated for medical reasons may appeal their separation.

### **Section 16. Pre-Retirement Counseling**

Employees will be provided pre-retirement counseling by the Human Resources Office upon request. This counseling will include rights and benefits after retirement.

### **Section 17. Retirement Badge**

When an operational employee retires from the USMS, he/she will receive a replica of the badge, identification and retirement credential which is similar to the one that was carried by him/her.

### **Section 18. Courteous Conduct**

Management and employees are expected to demonstrate courteous conduct in the performance of their duties. When an employee believes he/she has been treated in a discourteous manner, the employee may bring his/her concerns to the attention of the Employer.

### **Section 19. Salary Advance**

Employees whose pay checks are delayed for reasons beyond the control of the Employer, may request a salary advance which, if advanced, will be reimbursed upon receipt of their pay check.

The Employer will make reasonable efforts to ensure employees timely receive their pay checks.

### **Section 20. Travel Expenses**

Employees assigned to travel in support of USMS business activities will be provided a Charge card for expenses and voucher reimbursement. If the Charge card is not provided, then employees are entitled to receive a travel and per diem advance up to the allowed legal cost of the assignment as provided by law and regulation. Employees are expected to repay any advances immediately upon receipt of their travel reimbursement.

### **Section 21. Meeting With Union Representatives**

If an employee has a problem or situation which he/she desires to discuss with the Union during working hours, upon request and approval in advance, the employee can report to the Union official as approved. If the employee cannot be made available, then the supervisor will inform the employee when he/she can be made available. Workload permitting, the employee should be excused within one business day to meet with his/her representative.

### **Section 22. Prisoner Coordination Trips**

Assignments of employees to prisoner coordination (pc) trips will consider such factors as distance, driving conditions, the number of stops, and the needs of the service.

If the employee becomes ill while on transport assignment, the employee will notify his or her supervisor of their illness. The employee may be entitled to per diem and overnight accommodations if authorized by his or her supervisor.

### **Section 23. Legal Assistance**

Any employee desiring legal assistance from the Employer for a work related matter may request such assistance from the USMS Office of General Counsel (OGC). The OGC will submit the request to the DOJ according to DOJ regulations.

### **Section 24. Recording of Conversations**

Generally, employees and managers may not make unauthorized recording of conversations. In some cases, pursuant to its internal security concerns and the law, management may record conversations. Any employee making unauthorized recordings of conversations may be subject to disciplinary action.

### **Section 25. Witness for Judicial Proceedings**

Employees may receive administrative time without charge to leave or loss of pay to which the employee is otherwise entitled, when the employee serves as a witness or as a juror in connection with a judicial proceeding on behalf of the federal, state, or local government according to law, rule and regulation.

### **Section 26. Submission to Polygraph Examinations**

It is a management policy that employees will not be required to submit to a polygraph test unless specifically required by statute, or regulation which does not violate the law. The Employer may request employees to take polygraph tests. However, employees are not required to take the test.

### **Section 27. Receipt of Pay Check**

Employees may elect to receive his/her pay in one of the following:

- a. Delivery by mail to a designated address other than that of the employer, where authorized by Public Law 103-356.
- b. By electronic transfer of funds (direct deposit) to a financial institution of his/her choice.

**Section 28. Maintenance of Employee Records**

Employee records will be maintained as provided by the Records Maintenance Schedule and as otherwise provided by law and regulation.

**Section 29. Certification of Employment**

Prior to the time of retirement of an employee in a law enforcement position, upon request, the Employer may provide certification that such employee has served in a law enforcement position and verify dates of employment.

**Section 30. Transit Subsidy**

The Employer agrees to provide monthly transit pay as required by Public Law and Department of Justice regulations for employees who use mass transportation.