

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 8

MANAGEMENT RIGHTS

Section 1. Reserved Rights

Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any management official of the Employer:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and
- b. in accordance with applicable laws -
 1. to hire, assign, direct, layoff, and retain employees of the Employer, or to suspend, remove, reduce in grade or pay, or 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 Employer operations shall be conducted.
 3. with respect to filing positions, to make selections for appointment from -
 - (a). among properly ranked and certified candidates for promotion; or
 - (b). any other appropriate source; and
 - (c.) to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Permissive Subjects

Nothing in this contract shall preclude the Employer and the Union from negotiating -

- a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour or duty, or on the technology, methods, and means of performing work;
- b. procedures which management officials of the Employer will observe in exercising any

authority under this Article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 3. Management Policy

All Articles and sections in this Agreement that include the language " It is a Management policy " shall be interpreted to mean that the policy is included in the Agreement for information purposes only. Management, pursuant to its reserved rights, has the right to change these polices provided the Union is notified of the change and afforded the opportunity to request impact and implementation negotiations, and management will entertain such request for negotiations as provided by Article 3 of this Agreement.

ARTICLE 9

UNION RIGHTS

Section 1. Exclusive Representative

The Union is the exclusive representative of employees in the unit and is entitled to act for and represent the interest of all employees in the unit. The Union is entitled by Statue and this Agreement to meet, act for a bargain collectively for employees covered by this Agreement. The parties agree that Union representatives will not be interfered with, restrained or coerced so long as their Union activities are protected under the Statute. Employee Union representatives who participate in unprotected activities may subject the employee to adverse action.

Section 2. Formal Discussion and Weingarten Examinations

The Union shall be given the opportunity to be represented at the following according to law and regulation:

- a. any formal discussion/meetings between one or more representatives of the Employer and one or more employees in the unit or their representative concerning any grievance or any personnel policy or other general condition of employment;
- b. any examination of an employee in the unit by a representative of the Employer in connection with an investigation if -
 1. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 2. the employee requests representation.
- c. The Employer shall annually inform its employees of their rights under paragraph 2b of this Article.

Section 3. Union-Employer Communications

a. The Union will annually provide each United States Marshal and the National Labor Relations Officer an updated list of Union officers and representatives. The Union will also be responsible for advising unit employees of their representatives.

b. At the request of the Council president, the Employer will semiannually furnish a list of the names, position titles, grades, salaries, and duty stations of all bargaining unit employees.

c. Changes in conditions of employment and or new policies will be referred to the Union as provided in Article 3 of this Agreement.

d. The Employer agrees to provide information to the Union as requested which the law requires the Employer to provide to the Union.

e. The Employer agrees to permit distribution of notices and circulars sponsored by the Union to all unit employees in the USMS through regular dissemination channels. This language does not extend to franked mail.

f. The Employer agrees to provide a copy of the USMS Manual, updates, USMS phone directory and official USMS communications which are distributed to all personnel to each Council member and designated local Union official. A set of 5 CFR will be provided to the Council President. The Council

President will be on the distribution list for Official employee communications.

g. Upon request the Employer agrees to provide copies of its personnel regulations and changes to each National Council member and each district local. Upon request during duty hours, copies of DOJ regulations and pertinent teletypes, except those classified or containing confidential subject matter, will be made available for review by the Union.

h. The Employer will furnish to the Union, or to its authorized representatives, at no cost to the Union, upon request within a reasonable period of time, and to the extent not prohibited by law, data which:

1. is normally maintained by the Employer in the regular course of business.
2. is available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining.

Section 4. Polling of Unit Employees

Prior to polling bargaining unit employees, polls and surveys formulated to change conditions of employment will be referred to the Union for impact and implementation bargaining to the extent required by law in accordance with Article 3 of the Master Agreement. It is understood by the parties that this requirement does not apply to polls taken by other agencies which are not part of the USMS, or to the day-to-day operations of the local office. The Union will be provided statistical information and the results of polls and surveys of bargaining unit employees.

Section 5. Bargaining Unit Changes

Upon request, the Employer will provide the Council President and National Secretary/Treasurer of AFGE a list of names, position titles, grades, salaries, and duty stations of all bargaining unit employees appointed, transferred, promoted, and separated during the preceding two months.

Section 6. Representation on Committees

The Union may designate a minimum of two members on USMS reinvention committees. The Union is entitled to an equal number of members to participate on committees, boards, and panels which are established by this Agreement and or the labor management partnership committee.

Section 7. AFGE Health Benefits

Upon request, the Employer will make available copies of the AFGE Health Benefits brochure to any new and interested employees.

Section 8. Facilities

National Representatives of the Union and Council representatives shall be permitted upon all USMS facilities, except for sites which have been designated as secure areas for security purposes. Visitations at these installations shall be conducted under the procedures established by this Agreement, except for public areas.

Section 9. Performance Appraisal

Union activities will not be considered in rating an employee on his annual performance rating.

Section 10. Unfair Labor Practices

Union representatives have the right to file unfair labor practice charges in accordance with Title 5, United States Code, Section 7116 (a) of the Statute and this Agreement. The Union has the right to participate in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with this agreement and the FLRA rules and regulations.

Section 11. Union Communications

Both parties agree that the Union has the right to communicate with Congress, officials of the Executive Branch, meet, confer and communicate, hold discussions, and present views to the Employer/Agency, FLRA or other appropriate authority.

Section 12. Charity Programs

Reasonable effort will be made to give the Union notice of charity programs. The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes. Except for lists which are necessary to administer the program, it is further agreed that no

lists will be kept showing the names of contributors and the amounts of their contributions.

Section 13. Mission Requirements and Representational Activities

Union officers are required to participate in USMS mission activities as assigned. Union officials may be excused from assignments and out of district assignments to the extent necessary to perform representational activities and provided official time and per diem for such activity as provided in Article 10 of this Agreement.

ARTICLE 10

OFFICIAL TIME TRAVEL AND PER DIEM

Section 1. Official Time Purpose

In order to develop and maintain effective labor-management relations, the Employer agrees to grant official time as provided above to accomplish specified functions set forth herein. Both parties agree that the release of Union representatives for the purposes outlined in this Agreement will enhance day-to-day labor management relations at all levels.

Section 2. Consistent with Regulations

Unless required by law, employees and recognized Union officials shall be entitled to official time and per diem consistent with government regulations as provided for in this Article and Agreement.

Section 3. Authorization of Time

Employees and recognized Union officials shall be permitted official time to meet, prepare and perform representational activities without charge to pay or leave.

a. Meetings and Conferences

1. Reasonable time to attend conferences or meetings with officials of the Employer and/or participate as members of USMS reinvention and continuous improvement teams.

2 . Reasonable time for Union officials to participate in

Labor-Management Partnership Committee, Health and Safety committee, and EEO meetings.

b. Grievances, Complaints and Appeals

1. Reasonable time, not to exceed eight (8) hours to prepare for presentation of a response, complaint, grievance, or appeal for the affected employee and an employee acting as his/her sole Union representative.

2. All time spent by an employee representative in a hearing held in connection with a grievance, complaint, oral reply, or appeal where he/she is the sole authorized Union representative for the employee.

3. For the purposes of training, a second Union representative may attend an arbitration proceeding when the Employer designates two employer representatives for training purposes.

4. The minimum time necessary for an employee to travel via the most economic means to:

(a). Attend a hearing on his/her own complaint, grievance, or appeal.

(b). Be properly called in a hearing on a grievance, complaint or appeal.

(c). When otherwise in a duty status, reasonable time to travel to represent an employee in an office located in an area where there normally is no Union official located. When the Union determines that an excess of two hours is required, prior authorization shall be requested from the National Labor Relations Officer.

5. Approved employee witnesses for arbitrations will be granted 4 hours of official time to prepare for the proceedings.

c. Collective Bargaining

1. Official time for bargaining at the National level.

Official time shall be provided as required by law to employee Union representatives in collective bargaining negotiations at the national level. In addition, employee representatives designated to participate in renegotiation of the Master Agreement are entitled to 24 hours per employee representative to prepare for such negotiations. Employee representatives designated to participate in national midterm negotiations shall be entitled to eight (8) hours to prepare for such negotiations.

2. Official time for supplemental negotiations.

(a). Official time shall be provided as required by law to employee Union representatives in supplemental bargaining negotiations at the District level. The number of employees for which official time is authorized for supplemental negotiations shall not exceed the number of individuals designated as representing the Employer in supplemental bargaining.

(b). The negotiation of a supplemental agreement is governed by Article 4 of the Master Agreement.

Section 3. Authorization of Travel

Authorization of Travel, and per-diem. The Employer agrees to provide travel and per-diem as provided in this Article and not in conflict with other provision of the Master Agreement.

a. Meetings

1. To attend conferences or meetings with officials of the Employer and/or participate as members of USMS reinvention and continuous improvement teams.

2. To participate in joint labor management committees as provided for in this Agreement.

3. To participate in other management committees, where the

Union is invited and where such participation serves the best interest of the parties and the government.

b. Collective Bargaining as provided in Article 3 of the NMA.

Travel and per-diem for two Union Officials to meet at the National headquarters or other agreed upon location as necessary for the purposes of conducting negotiations of Employer initiated new policies and procedures. Travel and per-diem expenses is limited to 4 meetings each calendar year and may be scheduled at such time that other paid travel and per-diem is provided such to preserve the efficient use of resources.

c. Grievant and Representative

Travel expenses shall be payable to a grievant, complainant or appellant, his/her sole Union representative, and property called witness at a hearing on a grievance, complaint or appeal. The Union will bear the cost of any second employee representative's attendance at an arbitration proceeding. The attendance of a second employee representative as set forth in Section 2.b, (3) above, will not result in any additional cost, travel or per diem expenses to the Employer.

No travel and per diem expenses will be paid by the Employer for any Union Officer or representative to assist an Employee with the operation or presentation of a grievance at the local level.

Section 4. Prohibition for Organizing Activities

In no way will internal Union business, such as solicitation of membership or campaigning for an elective Union office, be conducted on official time.

Section 5. Release of Employee Union Representatives

Employee Union representatives shall be released from duty to perform functions as required by law and authorized by this Agreement under the following procedures established by this Article:

a. The Union representative shall request from the Employer to be released from duty. The Union official shall provide sufficient information concerning the nature and duration the Union activity such that the Employer may make an informed judgement on the request. If the representative's workload permits, he/she shall be promptly released from his/her assignment.

b. Prior to leaving his/her work area, the representative shall identify the names of any other employees required to be relieved and ascertain from the Employer on the availability of the employees. If the representative is informed by the appropriate supervisor that the other employee(s) can be released, the representative may leave his/ her work station for whatever period is reasonably necessary to discharge his/her responsibilities to the other employee(s). If the other employees workload will not permit him/her to be released, the representative will return to his/her duty assignment until such time as both he/she and the other employee

(s) can both be released from duty as provided above.

Section 6. DOL Requirements

The Secretary-Treasurer of each local will be allowed a reasonable amount of official time to complete the necessary reports and forms required by law, rule, regulation, and the Department of Labor.

Section 7. Self Representation

In areas where no Union representatives exist, and an employee desires to present a grievance directly to Management without Union representation, the Union will be provided with the name of the grievant, and settlement in writing within five (5) days of the meeting. The Union reserves the right to send a representative at its own cost (travel only) to meetings such as these.

Section 8. Union Training

The Employer agrees that official administrative leave will be granted to employee Union officials to attend training approved by the Union, which is designated to advise representatives on matters within the scope of Public Law 95-454 (1978) and which are of mutual concern to the Employer and the Union. Travel time necessary to insure the presence of the employee will also be granted. The Union will provide the Employer 30 days advance notice of requested administrative leave so that arrangements can be made to release the individuals who are requesting the leave. Extension of this time can be granted by mutual consent. The number of employees permitted to attend training will depend on the workload of the office.

Section 9. 50% Official Time

The Employer agrees to authorize two Union officials 50 percent official time for the purpose of administering the terms of this Agreement. The Union agrees that this official time will be used only when needed to administer the terms of this Agreement.

ARTICLE 11

USE OF OFFICIAL FACILITIES

Section 1. Availability of Space

At the request of the Union, subject to availability, private and confidential space will be made available for meetings called by the Union and its membership and for Union Officials to administer their representational activities. The Union agrees to exercise reasonable care and due consideration for the maintenance of the facility.

Section 2. Bulletin Boards

Each Employer installation will provide a bulletin board space in a place of prominence and reasonably accessible for posting material published by the Union. Union bulletin boards in district offices is supplemental negotiation issue.

The Union is responsible for the upkeep of the bulletin board.

Material posted on these bulletin boards may:

- a. Contain nothing which would appear to identify it as the Employer's material or that it is sponsored or endorsed by the Employer.
- b. Contain no scurrilous or libelous material.

Section 3. Filing Union Material

Subject to availability, the Employer will provide space for filing of Union material.

Section 4. Use of Equipment

Union officials authorized to represent employees may make reasonable access of Government phone system, FAX machines, electronic mail system, and reprographic equipment to discharge their responsibilities under this contract. No commercial bill calls will be made. Calls placed under this section shall not be used to discuss internal Union business.

Section 5. National Office Space

The USMS will provide Union office space at the National level. The office will be sufficiently equipped so that the Union can perform their representational activities. The Union will be provided sufficient notice if the Employer desires to change the office location based on the needs of the service.

Section 6. Locker Space

Subject to availability, the Employer agrees to negotiate separate locker space for USMS employees as part of Supplemental Local Agreements as set forth in Article 3 of this Agreement.

Section 7. - Headquarters Office

- a. In accordance with GSA and DOJ regulations smoking is prohibited in all office space.
- b. The facility will have a health unit for employee use.
- c. The facility will have a credit union for employee use.
- d. Free parking will be provided on a space available basis and subject to specific requirements as negotiated during the term of this agreement. Changes in parking availability during the term of this Agreement will be negotiated according to law and regulation.
- e. The Employer will authorize the Duty Officer (subject to workload requirements) to escort personnel to their vehicles or to the subway station who are working after normal duty hours. Prior to leaving the facility, the employee must make a request and provide reasonable time for the escort to arrive. The USMS will continue to monitor the work environment to ensure

security for employees.

f. The Employer will provide three Union designated bulletin boards. The parties will jointly agree on a location.

g. The Employer will provide the Union a designated Union parking space. This space shall remain in effect as long as other management personnel are provided designated reserved parking.

h. The Employer will have a cafeteria for employees.

i. The Employer will provide a designated FIT facility. All USMS personnel will have access to the facility.

j. The Employer will allow employees access to the building for the purpose of viewing significant celebrations on the mall area in Washington, D.C.

k. The Union recognizes that the Drug Enforcement Administration (DEA) is the primary occupant of the 600 Army/Navy Drive facility. Any changes to the structure or policies affecting joint use space is subject to approval of DEA.

ARTICLE 12

TRAINING

Section 1. Training Policy

Training and development of employees within the USMS is a matter of significant importance. To improve employee performance and delivery of services to USMS clients, the Employer and Union agree to encourage and assist employees in developing and following a plan of self-development.

Section 2. Training Information

The Employer will maintain information and furnish counseling and guidance on suitable educational programs for employees. The Union, on its part, will encourage employees to take advantage of self-development opportunities. Upon request, the Employer will make available to employees a current listing of all correspondence courses which are on file.

Section 3. Training for New Position

The Employer agrees that, when a employee is reassigned to a position as a result of his/her former position being eliminated, training determined necessary by the Employer will be given to the employee to enable him/her to perform the duties of the new position.

Section 4. Competitive procedures

When training is given primarily to prepare employees for promotion, selection for training will be made under the competitive promotion procedures. This section will not apply to training provided to employees in career ladder positions who have not reached the full

performance level.

Section 5. Employee Responsibility

The Employer and the Union recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential value to the Service through self-development and training. The Union, therefore, agrees to encourage employees to take advantage of training and educational opportunities which will enhance the skills and qualifications needed to increase the efficiency of the employees in the performance of their duties for possible advancement in the Service.

Section 6. Counseling and Assistance

Training and career development of employees serves the interest and efficiency of the government. Employees will be apprised of their progress in training and informed of any deficiencies or need for improvement and given reasonable additional assistance toward qualifying for career promotions. The Employer will certify the employee's completion of the training, furnish the employee with a copy of this certification, and also place a copy in the employee's Personnel Folder. The successful completion of career development and training by employees may be considered as a factor in promotion recommendations.

Section 7. Career Promotions

Subject to the provisions of Article 40, section 4 b (1) promptly upon satisfactory completion of prescribed training and demonstration of the ability to perform at the next higher level, the Employer will promote the employee in a timely fashion provided that a vacancy exists and there is sufficient work to be performed.

Section 8. Failure to Complete Training

When an employee is precluded from completing prescribed training due to operational requirements or failure to provide training determined necessary, the Employer agrees to take this factor into consideration in determining whether the employee will be promoted. To arrive at a decision to promote the employee within a one year period, that portion of the training completed, coupled with employee's total on-the-job performance, shall be considered in determining the employee's ability to perform at the next higher grade level.

Section 9. Upward Mobility

The Employer and the Union agree that the Upward Mobility and Career Development Programs are important. The Union will submit written recommendations including the suggested method of implementation relating to the Upward Mobility and Career Development Programs. Employees will be responsible for keeping management informed of their interest in participating in the Programs.

Section 10. Travel Expenses

Employees who are required to attend Employer sponsored or approved training in excess of one day that requires overnight stay and more than 50 miles from their duty station are entitled to travel and per-diem expenses as provided by law and regulation.

Section 11. Overtime (LEAP) for Mandatory Training

Overtime and premium pay may be paid to employees in training status as required by law and regulation. The Employer recognizes that required training serves the efficiency of the USMS and unless prohibited by law and regulation may be considered hours of work for premium pay purposes. Employees covered under provisions of Law Enforcement Availability Pay (LEAP) may receive Availability Pay credit for official training as provided for by law and regulation.

Section 12. Training Methodologies

When developing training programs, the USMS will consider utilizing a variety of training methodologies conducive to adult learning and employ such techniques as appropriate.

Section 13. Training Lists Information ***

Upon request, the Employer will make available to employees and the Union a current listing of all USMS and DOJ correspondence and training lists.

Section 14. Posting of training Opportunities

The Employer will make a reasonable effort to make available and post training notices which contribute directly to the career development of USMS employees.

Section 15. Adjustment to Work Schedule

The Employer may make adjustments in the employee's work schedule to allow the employee to complete approved training.

Section 16. Employer Policy ***

It is the policy of the Employer to provide job enrichment to employees through training opportunities, redesigning of jobs, and on-the-job training when appropriate.

ARTICLE 13

POSITION DESCRIPTION AND REVIEW

Section 1.

The Union may make recommendations concerning the accuracy of improperly classified positions on a standardized unit position description. The Employer agrees to review the Union presentation and promptly make any corrections needed. Affected employee(s) has the right to file an appeal in accordance with law and regulation.

Section 2.

When the Employer proposes to modify an employee position description, the Employer will notify the employee thirty (30) days prior to the proposed effective date of the change. The notice of proposed change will include copies of the current position description and the

proposed position description. The Employer agrees to consult with the Union over such changes.

Section 3.

For classifications purposes, it is understood that the statement "other duties as assigned," appearing on an employee's job or position description, refers only to duties of a minor nature assigned to the employee.

Section 4.

Upon request, the Employer will provide the employee a copy of an his/her position description.

Section 5.

If an employee is not satisfied with the classification of

his/her position the employee may request a job audit. If the employee is not satisfied with the Employer's response to the classification audit request, either the employee or the Union may file a Position Classification Appeal to OPM utilizing appropriate procedures.

Section 6.

Prior to affecting a change in the position or duties of an employee that affects the conditions of employment the Employer will notify the Union in accordance with the terms set forth in Article 3 of the Agreement.

ARTICLE 14

PERFORMANCE EVALUATION AND PERFORMANCE STANDARDS

Section 1.

As required by law, employees will be evaluated under a performance evaluation system that includes performance standards and critical elements that are directly related to the employee's job.

Section 2.

Each employee will be given a copy of the performance standards and critical elements that relate to the employee's position prior to the evaluation period. At the time, management will discuss such standards and elements with the employee.

Section 3.

Performance standards and critical elements shall be job related and in accordance with guidelines of appropriate authority to permit accurate evaluations of performance. Each employee shall be given a copy of the evaluation. Employees may review and respond to management statements on performance evaluation documents.

Section 4.

Unacceptable performance is a basis for reassignment, removal or demotion as provided by 5 CFR 432 and 752.

Normally, an employee will be given not less than thirty (30) days to demonstrate acceptable performance before reduction in grade, reassignment or removal based on unacceptable performance is initiated.

The supervisor will discuss the employee's unacceptable performance with the employee. The employee will be given a Performance Improvement Plan (PIP) advising the employee of the specific instances of unacceptable performance, the performance standards for those elements, the fact that the employee will be given an opportunity to demonstrate acceptable performance, what action must be taken to improve performance and what subsequent actions may be taken if performance does not improve. It is necessary to give the employee one (1) written performance warning.

If the performance has not improved and corrective action is necessary, the Employer will give the employee a written notice of the proposed action, setting forth, in detail, the basis for the action.

Employees will have fifteen (15) workdays in which to respond to proposed action. Grievances concerning performance based adverse actions may be filed initially at Step three (3) of the Negotiated Grievance Procedure.

Section 5.

Employees and the Union may request that the notice period for the PIP, extensions to the reply period to the proposed action, grievance or appeal may be granted for sufficient cause to promote the efficiency of the Service.

Section 6.

The Union may make recommendations for changes in the development and operation of the performance appraisal systems which will be considered by the Employer. The Employer agrees, upon request, to furnish the standards and critical elements to the Union.

Section 7.

When a supervisor, through daily contact, observes that an employee is experiencing difficulty in maintaining a satisfactory level of job performance, he/she will discuss the apparent difficulty with the employee.

Section 8.

Employees are not required to sign their annual performance rating evaluation. The signature denotes receipt of and not necessarily agreement with the rating.

Section 9.

Employees will receive their step increases based upon satisfactory and above performance as provided by law and regulation.

Section 10.

The Employer agrees that final ratings of record will only be completed by the supervisors who have served in such position for a minimum of 90 days as provided by law and regulation. The rating of record for employees subject to more than one supervisor may encompass the ratings of all supervisors if possible. In the event that an employee is transferred from one supervisor to another during the rating period, the rating period may be extended such to ensure that the employee is supervised by the rating official for not less than 90 days as required by law and regulation. The final rating may include the employees entire performance over the rating year.

Section 11.

Employees concerned about their performance evaluation may meet be released to meet with the Union on official time, as stated in this Agreement, to discuss the matter.