

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF TREASURY  
UNITED STATES MINT

And

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, MINT COUNCIL

Case No. 21 FSIP 020

**DECISION AND ORDER**

This case concerns a request for Panel assistance filed by the Department of Treasury, United States Mint (Agency) involving the negotiations of the ground rules for the parties' successor collective bargaining agreement (CBA) between it and the American Federation of Government Employees, Mint Council (AFGE Mint Council or Union). This dispute was filed pursuant to §7119 of the Federal Service Labor-Management Relations Statute (the Statute). The Federal Service Impasses Panel (Panel or FSIP) asserted jurisdiction over this dispute and directed the matter to be resolved in the manner discussed below.

**BARGAINING AND PROCEDURAL HISTORY**

The United States Mint, a bureau of the Department of the Treasury, is responsible for producing coinage for the United States to conduct its trade and commerce, gold and silver coins, and national medals. The United States Mint also operates the gold-storage facility at Fort Knox, Kentucky. As a self-funded agency, the United States Mint turns revenues beyond its operating expenses over to the General Fund of the Treasury. There are currently four active coin-producing mints: Philadelphia, Denver, San Francisco, and West Point.

The AFGE Mint Council is the national entity for the Union that includes several locals:

- San Francisco Mint – Local 51;

- Fort Knox Bullion Depository - Local 608;
- Denver Mint - Local 695;
- Philadelphia Mint - Local 1023;
- Mint Headquarters - Local 3653; and
- West Point Mint - Local 3740.

The Union represents approximately 685 bargaining unit employees in the DC headquarters and the five field offices. The parties are governed by a national collective bargaining agreement (CBA), which expired in 2015, but remains in effect until the parties renegotiate a new CBA.

The Agency provided notice to the Union of its intent to open the CBA for renegotiations in June 2020. The parties negotiated the ground rules for bargaining the successor CBA beginning in July 2020. The parties exchanged proposals via emails on six (6) separate occasions. In October 2020, the Agency contacted the Federal Mediation and Conciliation (FMCS) for mediation assistance. The parties met with a mediator on eight (8) separate occasions. After the Agency rejected the Union's final offer on the last remaining issue, the Mediator released the parties. The Panel asserted jurisdiction over the one remaining issue at an impasse on November 5, 2021, and ordered the parties to engage in Written Submissions. Both parties complied with the Panel's ordered procedures.

### PARTIES' POSITIONS AND PANEL DECISION

The parties reached an agreement on conducting the negotiations of the CBA in a virtual format. The only issue that the parties could not resolve is whether the parties will meet at some point to discuss changing the bargaining format from virtual to face-to-face.

The Agency proposed that, due to concerns regarding the increasing spread of the COVID-19 virus, the parties should not discuss the possibility of face-to-face negotiations until the following criteria are met:

1. The United States Mint has called all its employees back to work, and all operations are fully operational.
2. All states and jurisdictions where the negotiation team members reside have lifted all COVID-19 restrictions.
3. The Center for Disease Control and Prevention (CDC) determines that the COVID-19 has been contained. The CDC ascertains that the transmission of COVID-19 has been minimized to a level that it recommends being safe for all workers to return to work.

The Agency argued that COVID-19 had created a universal pandemic that constitutes an emergency. Given that state of emergency, the Agency argued that it is reasonable to remain in the virtual format until the COVID-19 pandemic is contained and the Agency returns fully operational. Additionally, the Agency argued that the virtual format has proven to be effective and efficient for these parties, who have engaged in virtual bargaining throughout the negotiations of the ground rules, resulting in the agreement of all but one provision. In its submission to the Panel, the Agency offered that it was willing to meet 30 days after the fully operational conditions are met to discuss switching to a face-to-face format.

The Union proposed that the Parties meet on June 21, 2021, to determine if or when the negotiation sessions of the CBA could transition from virtual to face-to-face once the following conditions have been met:

1. The United States Mint has all its operations fully operational.
2. All states and jurisdictions where the negotiation team facility is, have lifted COVID-19 travel restrictions.
3. The Center for Disease Control and Prevention (CDC) determines that the preventative measure for the transmission of COVID-19 has been established and managed to a level that workers can safely perform their jobs in person.

The Union proposed a specific meeting date where the parties will discuss transitioning from virtual to face-to-face negotiations. That date has already passed. The Union argued that a specific commitment is necessary, or the parties will never meet to consider changing the format.

Under the Agency's proposal, the parties should not discuss meeting to consider face-to-face negotiations until "the CDC determines that COVID-19 has been contained." The possibility of the containment of COVID-19 is increasingly unlikely given the mutations and global outbreaks, even with significant mitigation strategies<sup>1</sup> to minimize the risk of transmission. Under the Union's proposal, the meeting could occur once the CDC determines that mitigating strategies would be sufficient to keep employees safe in the workplace. Under the Union's proposal, if it is safe for employees to be in the workplace and the facility is fully operational, the parties should have a face-to-face meeting to discuss conducting negotiation sessions in-person in the future.

Regarding the Agency's resistance to returning to face-to-face negotiations, even after the facilities are fully operational, the Union claimed, and

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<sup>1</sup> Vaccinations, cleaning procedures, required face coverings, and social distancing in the workplace.

the Agency did not refute, that it has been the Agency's position that should the parties meet to discuss transitioning from virtual to face-to-face negotiations, the Union will be responsible for its negotiation team's travel cost and per diem to attend that meeting. Travel and per diem to participate in negotiations discussions and meetings is not an issue before the Panel; neither party offered language to address that matter in their proposals. As background, dating back several CBA negotiations, the Union asserted, and the Agency did not refute, that the Agency paid travel and per diem for the Union's bargaining team members to travel to participate in negotiations. The Union asserted that the Agency does not want to meet face-to-face because the Agency does not want to pay travel and per diem for the Union representatives to participate in person.

In its rebuttal, the Agency did not deny the Union's assertion that travel and per diem is a concern or that the parties have a past practice of the Agency paying travel and per diem. Instead, the Agency reinforced that assertion by offering that the Agency would be willing to discuss changing the bargaining format from virtual to face-to-face, "with the proviso that the Union cover all its teams' costs and per diem." Additionally, the Agency addressed the Union's concern that the impacted Mint employees have already been required to perform their duties in the Agency facilities, but now the Agency is expressing concern about the safety of holding a meeting or bargaining in the facilities. The Agency deemed the impacted employees to be "essential workers" at the start of the Pandemic because there is a national coin shortage, and these employees are involved in the production of coins. The Agency argued that meetings, on the other hand, are not essential and, therefore, the two situations are not comparable.

The parties have agreed to begin negotiations over the successor CBA in a virtual format. As the impact of COVID-19 in the workplace improves, both parties agree that discussions over holding future bargaining sessions in a face-to-face format are appropriate. The parties are at an impasse over when and under what conditions to discuss. While the parties are bargaining virtually, either party should be able to trigger a meeting to discuss changes to the format; that meeting should be virtual, just as the bargaining of the CBA is in a virtual format.

### ORDER

Pursuant to the authority vested in the Panel under 5 U.S.C. §7119, the Panel hereby orders the parties to adopt the following language to resolve the impasse:

At the request of either party, the parties will hold a virtual meeting to negotiate to transition the successor CBA bargaining from a virtual

bargaining format to a face-to-face format. The parties will meet within 14 days of the request or on a mutually agreeable date.

A handwritten signature in black ink, appearing to read "Martin Malin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Martin Malin  
FSIP Chairman

January 31, 2022

