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SUPPLEMENTAL AGREEMENT

PREAMBLE

This Local Supplemental Agreement is made and entered into in mutual good faith and cooperation between the Federal Bureau of Prisons, Federal Correctional Institution, Pekin, Illinois, hereinafter referred to as the Employer and the American Federation of Government Employees, AFL-CIO, Local #701, hereinafter referred to as the Union. The Employer acknowledges that AFGE and CPL 33 have chartered, designated, and granted autonomy to Local 701 as the representative of employees at FCI and FPC Pekin and other Bureau of Prisons satellite facility assigned to the Pekin area.

This agreement and such memoranda of understanding signed by both parties as may be agreed upon hereunder from time to time, constitute a collective agreement between the parties in accordance with the Master Agreement, dated July 21, 2014.

The provisions of the Supplemental Agreement can be amended, supplemented, restricted, or otherwise altered only through negotiation and by mutual agreement in writing, hereafter signed by the parties hereto. However, modification or amendment of this agreement may be necessary in accordance with Article 3 of the Master Agreement, dated July 21, 2014. In that event, the parties will meet for the sole purpose of negotiating new language that will meet the requirement of such higher governmental authority and no changes other than those necessary to meet the new requirements shall be considered. Such agreement will become effective in accordance with Article 9, Section d., of the Master Agreement, dated July 21, 2014.

This agreement shall remain in effect until such time as it is replaced by a newly negotiated Local Supplemental Agreement except those provisions which directly conflict with the new Master Agreement. New agreement signatures can be executed in accordance with the Master Agreement Article 9, Section a(2).

This agreement together with currently agreed to and future negotiated additions, deletions, changes, or memorandums of understanding, as may be agreed upon from time to time, shall constitute a bargaining agreement by both the parties.

ARTICLE 1

RECOGNITION

- Section a. The Employer recognizes Local 701 as the representative and the recognized voice for all bargaining unit employees at Federal Correctional Institution Pekin, Illinois.
- Section b. The Union President, or expressed designee, will be the contact person whenever the Union is identified in this supplemental agreement, unless otherwise specified in writing.
- Section c. The Employer shall provide a list of all bargaining unit employees assigned to the institution to the Union when requested.

ARTICLE 2

JOINT LABOR MANAGEMENT RELATIONS MEETINGS

- Section a. It is understood that all persons involved in Employer-Union relations, including supervisors and stewards will assert themselves in a temperate and professional manner in their mutual dealings.
- Section b. The Employer and the Union agree that joint LMR meetings shall be monthly. These meetings will be held on the third Thursday of the month at 9:00 a.m. The meetings will take place in the Lincoln Conference Room. By mutual agreement, the date, time, and/or location can be changed with reasonable notice.
- Section c. The Joint Labor-Management Committee shall consist of representatives of the Employer and up to five members of the Union, or the size of the management team, whichever is greater. The Union may revise the number of their representatives, to achieve equal numbers with the Employer, if the Employer representatives exceeds five (5).
- It is understood the Union can select observers and subject matter experts. These staff will normally be identified in the agenda. The observers and subject matter experts will not count towards the five (5) member Union LMR team.
- If an agenda item concerns a particular department, the responsible Agency official may be called to the LMR meeting for

clarification purposes, in accordance with title 5 USC 7106(a). Once the issue affecting their area of expertise is brought up for discussion and/or settled between the Employer and Union, the Agency official or Union subject matter expert of that particular department may depart or become an observer, with mutual consent of the co-chairs. Subsequent issues pertaining to other departments will be handled in the same manner.

Section d.

Agendas and designated representatives' names will be exchanged in writing seven (7) calendar days prior to the meeting. Agenda items must be of sufficient detail to be understood by all parties. Topics not on the agenda may be brought up by mutual consent.

All reasonable efforts will be made to adjust work schedules of Union representatives listed in section (c) in order to prepare for and attend LMR meetings consistent with the Master Agreement.

It is understood that a reasonable amount of official time may be necessary to prepare for LMR and that roster adjustments may be necessary for Union representatives to attend.

Section e.

Representatives for the Union and the Employer who are in attendance at Labor Management Relations meetings must be empowered to make decisions concerning any agenda items that are raised. It is understood that there may be occasions in which items must be tabled for further review. However, in any event, a decision must be rendered on tabled items at the next LMR meeting if not at an earlier agreed upon date by the Union or the Employer.

Section f.

The LMR Co-Chairs will mutually agree to a minute recorder. Agenda items will be discussed in chronological order unless mutually agreed to change the order. As agenda items are discussed and agreed to, the minutes taken will reflect the issue, with a brief description of the discussion, and the disposition or suspense date. As agenda items are agreed to they will be signed off on the minutes by initials of the Co-Chairs. No issue may be closed or tabled unless mutually agreed to by the chair for both parties.

Suspense dates will be set for all tabled agenda items.

If no agreement is reached on a particular agenda item, each party will be afforded the opportunity to state their respective positions, without change, separately in the meeting minutes. (i.e., Unions' position and Employer's position).

Section g.

The Employer and the Union will make a reasonable and concerted effort to informally resolve issues on the agenda in accordance with Article 31 of the Master Agreement, to avoid the filing of formal grievances or complaints. If needed, suspense dates may be set to avoid tabling an issue (e.g. 3, 5, 7, or 10 days). The number of suspense days and procedures for disposition per issue will be agreed upon by both LMR Chairpersons.

Bargaining unit staff will be made aware of any of the agreements reached by the Union and Management. This will be done through e-mail or a Shared Directory. The Employer will disseminate any agreement reached in LMR with the Union to their managers.

All LMR agreements are to be consolidated into one searchable document, with new agreements added as they are made. Management will ensure this document is updated and maintained on the shared directory.

ARTICLE 3

GOVERNING REGULATIONS

Section a.

Institution supplements shall be available to all Pekin staff members via the shared directory on the WAN.

Section b.

When locally proposed policy issuances or changes are made, the local Union President will be notified. These proposed policies will indicate the proposed changes using the standard strike through for deletions and highlighted for additions. This will apply to, but not limited to, post orders and institutional supplements. Upon receipt of the proposed changes, the Union has 30 days to invoke negotiations.

Section c.

The preferred practice to conduct negotiations of institution supplements under

this Article will be to hold negotiations at a mutually agreeable location on institution grounds. This is not intended to bar negotiations off institution grounds.

ARTICLE 4

RELATIONSHIP OF THIS AGREEMENT TO BUREAU POLICIES, REGULATIONS AND PRACTICES

Section a. Notification of any proposed changes in conditions of employment affecting bargaining unit employees will be made in writing to the President of Local 701.

ARTICLE 6

RIGHTS OF THE EMPLOYEE

Section a. Employees may request and be informed of the final disposition of any incident report they have written.

Section b. The Employer is committed to complying with all policies, laws, rules and regulations concerning employee representation and indemnification when taking any disciplinary or adverse action against employees."

Section c. An informal file as identified in Article 6, Section r, of the Master Agreement, could be but not limited to a written or electronically maintained notation that may be subsequently documented in an official manner.

Employees shall be provided reasonable duty time, as approved by the supervisor, to review logs or other documents mandated for review by the Employer.

Section d. Employees that are required to maintain a license at FCI Pekin or FPC Pekin as a condition of employment shall be expected to perform their duties within the guidelines of their licensing provisions. In cases of disputes over violations, the proper licensing authority will be contacted for determinations.

Section e.

Per the Master Agreement, seniority in the Federal Bureau of Prisons is defined as total length of service in the Federal Bureau of Prisons.

The order of precedence, for seniority, is:

1. EOD Start Date
2. Time in Department at FCI Pekin
3. Last Name
4. First Name
5. If a tie still exists, drawing names from a hat will determine seniority.

Section f.

While being interviewed during the course of an official investigation, the Employer shall to the greatest extent possible, grant an employee request for at least one ten (10) minute break every hour and a half. The Employer shall, within reason, grant additional requests.

Section g.

When an employee is to be served a warrant or subpoena on the worksite, extreme care will be given to ensure the utmost privacy of the employee. Warrants and subpoenas will normally be served in a private office in the Warden's complex.

Normally the employee will be notified in person by their supervisor or the Executive Assistant. It is understood the employee will be relieved in a timely manner to accept such service.

Should a non-law enforcement process server arrive to serve papers that are not a warrant or subpoena, they will be informed that service cannot be performed and instructed to immediately leave the premises.

Section h.

The employee and/or Union representative may take notes during an investigative interview conducted by the Employer, consistent with §7114 (a)(2)(B) of the Statue and the Master Agreement, provided note taking does not interfere with or unreasonable delay the investigation.

The employer is committed to all aspects of the Privacy Act of 1974.

Section i.

When it becomes necessary for the Employer to use a bargaining unit employee as an acting supervisor in any department, normally the employer will solicit volunteers to fill the

position. Qualified employees desiring to fill the position will submit a request stating their interest to the deciding official. All employees will be treated fairly and equitably in this process.

Section j.

When a work assignment is to be performed away from the institution/facility, the employee can request a government vehicle consistent with government wide travel regulations.

Section k.

Human Resources will make available up-to-date health benefit (medical, dental, vision) brochures, life insurance, and uniform purchase information. This will be maintained in the HR area and the staff lounge.

Section l.

Employees, upon submission of an application package to the Employer, may request that the Employer acknowledge receipt of the package.

ARTICLE 7

RIGHTS OF THE UNION

Section a.

During Introduction to Correctional Techniques (ICT) training, designated representatives of the Union will be authorized forty-five (45) minutes of official time to explain the role of the exclusive representative where one or more of the new employees is a member of the bargaining unit. The training period will be scheduled in conjunction with the trainee(s) lunch period.

The Employer will notify the Union President, or designee, of the ICT training schedule 10 calendar days prior to the beginning of the ICT training.

Section b.

It is understood that official time may only be granted to individuals identified as Union representatives by the Local President in accordance with Article 7 (e) of the Master Agreement.

Section c.

The Union will notify the Employer at least one week in advance of the need for work schedule adjustments under Article 7 (g) of the Master Agreement.

Section d.

A copy of the hazard complaint log shall be furnished to the Union each quarter during the Safety and Health Committee meeting. It

is understood that if no complaints have been received since the previous meeting, the hazard complaint log will not be furnished to the Union.

Section e.

The Union President, or designee, shall be granted a reasonable amount of duty time to prepare lesson plans for any Employer sponsored training class that is to be taught.

Section f.

During Annual Refresher Training, at least two (2) designated representatives of the Union will be authorized forty-five (45) minutes of official time to explain the role of the exclusive representative.

Section g.

The Union President or his/her designee will be provided a quarterly disciplinary/adverse action log, containing infraction(s), proposed actions, and decisions of all employees. This list will contain bargaining/non-bargaining status, race and gender. Race and gender will normally be included unless this information clearly identifies the individual. The Union may request more frequent copies in accordance with 5 U.S.C. Section 7114 (B)(4).

Section h.

With regards to Article 6, Section n, the Union President, or their designee, may provide input for the Employer's consideration regarding how to escort the employee in a discrete manner. The Union retains its right regarding any changes in working conditions resulting from such action. This provision will not be used to impede or interfere with the Agency's right to preserve the safety and security of the institution.

Section i.

The Union will be provided a list of all scheduled meetings monthly. The Union designated representative for those prescheduled meetings will be relieved in accordance with Article 7, Section e of the Master Agreement. The procedure for rescheduling a meeting will be that the Employer will confer with the Union to establish an alternate date and time that the assigned Union representative is available to attend.

Section j.

The Union may designate a representative and attend the quarterly community relations

board meetings.

Section k.

Should the Union invoke their right to negotiate the issuance of a locally proposed policy, post order changes, or other locally proposed changes in working conditions (not previously agreed upon, which are negotiable), absent an overriding exigency, the issuance and implementation will be postponed, pending the outcome of the negotiations. The Union will have thirty (30) calendar days to invoke negotiations.

The Union will have a signature line on all pages of post orders which cover bargaining unit positions.

Section l.

The Union President or his designee will be notified prior to any formal discussion concerning any employee covered by this agreement.

Section m.

The Union shall be granted four (4) reserved parking spaces at the FCI, located on the center aisle, adjacent to the current government vehicle parking. The Union shall also be granted one reserved parking space at the FPC, located on the northeast corner in conjunction with the existing reserved parking spaces.

ARTICLE 8

UNION DUES BY PAYROLL DEDUCTION

Section a.

The Employer shall provide the Union a copy of the bi-weekly staffing report on a pay period basis. This shall be accomplished via the email.

ARTICLE 11

OFFICIAL TIME

Section a.

Reasonable official time will normally be granted for local training of Union Representatives or local community functions/events at which the Union will be representing employees. The Union and Management will mutually agree upon scheduling and participation.

ARTICLE 12

USE OF OFFICIAL FACILITIES

Section a.

The Employer agrees to allow the Union to

schedule and conduct meetings, on the second Wednesday of each month, at the Staff Training Center. Other activities can be held at the Staff Training Center, if available.

Section b.

The Union shall be granted suitable office space in the Administration Building at the FCI. The Union will maintain two offices - its current office at the FCI and the current office at the Training Center. This does not preclude the Union from requesting additional office space if needed. If the Union determines the need for a larger meeting space than their office can accommodate, the Union can utilize the Lincoln Conference Room, Training Center, or the Command Center upon reserving it. It is understood once the Union reserves either room, any other party wishing to use the area will normally be denied due to non-availability, unless the Union agrees to waive its reservation of the area.

The Employer agrees to furnish the Union office with office equipment and furniture which is comparable to that of the Executive Staff, approved by the Union.

Section c.

The Union shall be provided a separate bulletin board in the Employee Lounge area of the FCI. The Union shall also be permitted to continue utilizing half a bulletin board in the FCI Front Lobby area. The Union will be able to submit content to be included on the video bulletin board in the front lobby of the FCI.

Section d.

The Employer agrees to provide and maintain an employee lounge area which is easily accessible to staff and kept separate from the inmate population. Inmates will not be permitted to loiter in this area. Staff will continue to supervise the cleaning of this area by the Captain's Orderlies.

Section e.

All government purchased refrigerators and microwaves that are currently in use, will be maintained and replaced as needed.

Section f.

The Staff Fitness Center will be maintained with safe and functional equipment to allow all staff to maintain a healthy and fit appearance. It will also be maintained in a safe working condition. A local committee will meet bi-annually, to include the Union,

to plan and discuss any changes or upgrades in equipment.

Section g. The Staff Training Center will be maintained at a moderate and comfortable temperature at all times.

ARTICLE 13

QUESTIONNAIRES

Section a. When final reports, covering questionnaires under Article 13 of the Master Agreement, are received by local Executive Staff, a copy will be forwarded to the Local President.

ARTICLE 14

EMPLOYEE PERFORMANCE AND RATINGS

Section a. It is agreed the Employer will continue the current practice of documenting performance log entries using information other than that directly observed by the supervisor will reference the source of the information.

Section b. The Union and Agency agree that the ePerformance program does not remove the responsibility of supervisors to communicate performance-related issues with subordinate staff through face-to-face meetings; it only automates the paperwork portion of the process. The policy regarding the Performance Evaluation Program for Bargaining Unit Employees will not be changed by adding automation to the process.

Section c. Except in cases of outstanding ratings, the rating assigned by the reviewing official is the final rating. If the proposed rating is outstanding, the Chief Executive Officer or Assistant Director is the approving official. Reviewing officials must adjust individual element ratings to be consistent with the overall rating, however, any such changes by the reviewer must be substantiated by the comments in the reviewing official's block on the rating form.

ARTICLE 17

EMPLOYEE PERSONNEL FILES

Section a. Any employee will be given the opportunity to receive a copy of their locally maintained files, (i.e., Medical and Exposure Records) within a reasonable amount of time of their

request, excluding those files referenced in the Master Agreement, Article 17. The appropriate forms for the release of this information will be supplied by the Human Resources Department.

ARTICLE 18

HOURS OF WORK

- Section a. When a flexible and/or compressed work schedule is requested Appendix A will be utilized.
- The above procedure can be waived or modified by mutual consent.
- Section b. When a position becomes vacant, similarly situated employees (i.e., same series, grade, and position title) may submit a written request for assignment to the vacant position. The Employer shall consider the employees request for the assignment change. When more than one employee submits a request for assignment change and all factors are equal, seniority shall normally be the determining factor if the Employer elects to grant the assignment change request. This shall not be construed as limiting the recruiting function or any other rights of the Employer.
- Section c. Prior to each year's annual leave committee meeting, the Employer shall post which departments will normally be open for each recognized holiday. Under normal circumstances, staffing levels during holidays should be maintained at the same level as Sundays.
- Section d. The attached Correctional Services Shift Request Form (Attachment 18A) will become a permanent part of this Supplement and shall be the only approved form used for all Correctional Services Shift Requests.



UNITED STATES GOVERNMENT
M E M O R A N D U M
Federal Bureau of Prisons
Pekin, Illinois 61555

DATE: _____
FROM: _____, Admin. Lieutenant
SUBJECT: Quarterly assignment shift request form
TO: All Correctional Officers

The following shift request for the upcoming quarter (_____) must be completed and turned in to the Administrative Lieutenant's office no later than 8:00 am on _____. The day the committee meets. Please complete all of the information on this form. If your request is based on medical or educational needs, you must attach a copy of your medical form or class schedule.

PRINTED NAME: _____ E.O.D.: _____

Do you want Sick and Annual as your first choice? ____ Yes ____ No

If yes, are you willing to work 10 hour shifts? ____ Yes ____ No

Assignment preferences:

1.	12.	23.	34.	45.	56.	67.
2.	13.	24.	35.	46.	57.	68.
3.	14.	25.	36.	47.	58.	69.
4.	15.	26.	37.	48.	59.	70.
5.	16.	27.	38.	49.	60.	71.
6.	17.	28.	39.	50.	61.	72.
7.	18.	29.	40.	51.	62.	73.
8.	19.	30.	41.	52.	63.	74.
9.	20.	31.	42.	53.	64.	75.
10.	21.	32.	43.	54.	65.	76.
11.	22.	33.	44.	55.	66.	77.
						78.

****NOTE:** The following assignment will be (6) months post. #44 Phone Monitor

Reason for request: _____

My signature below certifies that this information is true and accurate:

Signature _____ Date _____

Roster Committee :

Shift _____ Days off _____ Assignment _____

(Attachment 18 A)

Section e.

Employees may request, in writing, changes in their regular work schedule in order to accommodate such issues as, but not limited to, child care or other medical/family needs. The Employer shall consider the employee's request and make a reasonable effort to grant such requests. Reasonable effort means that the Employer will not arbitrarily deny such requests. Supervisory decisions on such requests will take into account such factors as security and staffing requirements and will ensure no overtime costs will be incurred.

Section f.

It is mutually agreed upon that oncoming shift employees should be made aware of unusual or dangerous situations utilizing rolls calls during duty hours as the primary means of notification. Roll calls or staff notifications will normally be conducted utilizing a conference call during duty hours.

Section g.

Agency administratively controlled training will be in accordance with the Master Agreement Article 18, Section c. Every reasonable effort will be made to ensure training, which is not administratively controlled by the Agency, will also fall within the guidelines of the Master Agreement Article 18, Section c.

ARTICLE 19

ANNUAL LEAVE

Section a.

Prior to conducting total leave year scheduling, each department with bargaining unit staff shall forward a copy of the prospective leave year schedule to the Local Union President for input.

Section b.

An annual leave committee will be formed consisting of an equal number of Union and Management representatives. Annual leave shall be filled starting with the most senior bargaining unit employee in the department. Leave slots will be filled by the committee starting with the most senior person in the department. After the most senior employee in the department has been granted their first leave selection, the second most senior employee will be granted

their first leave selection from the remaining available week/slots. This practice will continue through the seniority list. Each employee may select a leave block of up to 3 consecutive weeks during the first round. After all employees have selected leave in the first round the process will be repeated for the subsequent rounds. All five (5) rounds will continue, until the individual's amount of leave earned per year is scheduled.

Section c.

When a leave slot becomes vacant during a period in which all available leave slots had been filled, notice of the vacated leave slot will be posted in the affected department and all departmental employees will be notified via the WAN. The notice will be posted for seven (7) calendar days during which employees may submit their request for the leave slot. The departmental leave committee shall then meet to fill the leave slot.

When a staff member promotes and/or moves to another department, every effort will be made to accommodate their prior scheduled annual leave.

Section d.

Total leave-year scheduling does not prohibit employees from requesting leave for various lengths and reasons throughout the leave year.

Formal leave requests will normally be approved or denied to employees in writing, within 24 hours.

**Federal Correctional Institution
Pekin, Illinois
Annual Leave Request For _____**

The new annual leave schedule for _____ will be effective _____. Each officer is directed to show three leave period preferences, as well as a first, second and third choice under each preference in the event a specific leave choice cannot be granted.

Annual leave shall be granted in order of seniority. Those employees earning 4 hours per pay period may only request up to two consecutive weeks. Those employees earning 6 hours or more per pay period are eligible for up to three consecutive weeks. The least senior employee shall have the opportunity to have his/her request for a two week leave period granted before the most senior employee is granted his/her second round of annual leave.

Those earning four (4) hours per pay period will be scheduled for two (2) weeks leave; those earning six (6) hours will be scheduled for four (4) weeks leave; and those earning eight hours will be scheduled for five (5) weeks annual leave.

In the event an employee wishes to cancel scheduled annual leave during the leave year, he/she must submit the cancellation request in writing to the Administrative Lieutenant. If the employee wishes to cancel annual leave for the purpose of rescheduling the annual leave during the year, the submitted leave period must also be on the request to the Administrative Lieutenant. If the employee submits a cancellation request without requesting another leave at that time, it is understood the employee wishes to build his/her accrued leave balance and carry that leave over to the next year. 240 hours of accrued leave is the maximum that can be carried over to the next annual leave year. This procedure will prevent anyone from losing annual leave time because they canceled leave and were unable to reschedule it. It is highly recommended that all staff make the maximum selections possible in the event your seniority does not allow you to have your desired weeks.

THIS FORM MUST BE TURNED IN NO LATER THAN _____, by 8:00 am
SEE next form for pay period dates.

*Place the desired Pay Period and week or weeks in each Vacation Round slot. The Committee will run 5 rounds starting with the most Senior employee. We will look at Vacation Round #1 / 1st Choice. If your first choice is not available in the first round we will then go onto the second choice under Round #1 etc. After the committee finishes Vacation Round #1 ending with the least senior employee, we will start Vacation Round #2 / 1st Choice etc. Remember, if you earn 6 hours or more a pay period you are eligible to place up to 3 consecutive weeks on any vacation round.

	Vacation Round #1	Vacation Round #2	Vacation Round #3	Vacation Round #4	Vacation Round #5
1 st choice	_____	_____	_____	_____	_____
2 nd choice	_____	_____	_____	_____	_____
3 rd choice	_____	_____	_____	_____	_____
4 th choice	_____	_____	_____	_____	_____
5 th choice	_____	_____	_____	_____	_____
6 th choice	_____	_____	_____	_____	_____
7 th choice	_____	_____	_____	_____	_____

Example: The example shows that this employee would like PP #1 week #1,2 and PP#2 week 1. For their first choice. If that choice is not there, then the committee will go to second choice under round 1. Then to third choice etc. All rounds will go much the same, until your individual amount of leave earned per year is scheduled.

Vacation Round #1
1st PP#4 week 1 & 2 PP #5 week 1
2nd PP #5 week 1 & 2
3rd PP #10 week 2

Vacation Round #2 etc.
PP #22 week 1
PP #7 week 2
PP #4 week 2

I EARN _____ HOURS OF ANNUAL LEAVE PER PAY PERIOD.

PRINTED NAME: _____ SIGNATURE: _____ EOD BOP _____

APPROVED CHOICE: # _____ 1ST ROUND. # _____ 2ND ROUND. # _____ 3RD ROUND. # _____ 4th ROUND# _____ 5th ROUND

UNION OFFICIAL: _____ ADMINISTRATIVE LIEUTENANT: _____

(Attachment 19A)

ARTICLE 20

SICK LEAVE

Section a. If an employee becomes ill on the job and notifies the supervisor he/ she needs to go home, the supervisor will relieve the employee as soon as practicable.

Section b. When an employee calls a supervisor to request sick leave, the supervisor shall not question the employee about their medical history, other than to determine if the proper leave is used (i.e., FMLA, FFLA or S/L). It is understood that employees will not be intimidated or harassed during this process.

ARTICLE 21

TRAINING

Section a. When the employee is required to attend training outside their normal duty hours they will be informed of their duty status.

Section b. The Employer is committed to following Bureau of Prisons policy regarding Continuing Professional Education (CPE). Training requests shall not be arbitrarily denied.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

Section a. Each year the Employer will provide the Union President with a current copy of the institution's Federal Equal Opportunity Recruitment Plan (FEORP) and Affirmative Action Plan (AAP).

The Local President shall receive copies of all affirmative action data prepared by the Employer at the local level, or comparative data received by the institution from other sources, on a semi-annual basis.

ARTICLE 25

REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION

Section a. When local Management receives intent to contract out the services of an entire

department, the local Union shall be notified. Management shall also notify the Union when the solicitation for bids is released to the public. Management will also notify the Union once the bid is awarded, and all other bid information allowable by policy/law.

ARTICLE 26

RETIREMENT AND RESIGNATIONS

Section a. The Employer is committed to providing "on-site" early, mid and late career seminars, normally once every three years, unless it is determined to be needed sooner. Both parties agree that a yearly Annual Refresher Training block of retirement training is beneficial for all employees.

ARTICLE 27

HEALTH AND SAFETY

Section a. When the Employer determines there is a recognized hazard that causes or is likely to cause death or serious physical harm that is within its jurisdiction, the Employer shall expeditiously notify the affected parties as long as such notification does not interfere with internal security practices. The method of notification shall be determined by the Employer and may include individual notification based upon the nature and seriousness of the situation.

Section b. In accordance with 5 USC Chapter 45, employees may be recognized for personal effort that contributes to the quality, efficiency, or economy of Government operations. Therefore, in recognition of the contributions of staff who complete the duties of vacated positions in addition to their own, the Employer may reward said staff in accordance with Bureau of Prisons Incentive Awards policy.

Section c. Smoking is only allowed in the designated smoking areas.

Section d. Safety-toed footwear for uniformed and non-uniformed employees will be worn and issued in compliance with the Master Agreement, Article 28, Section g.

All safety-toed footwear color and type is

restricted to and must conform to current Bureau of Prisons policy (black/plain toed - no pointed toes).

The maximum dollar expenditure will be \$155.00 per pair for safety shoes/boots. This allotment will increase by two (2) percent per year for the life of this agreement. The first increase will take effect January 1, 2017.

The method for reimbursement will be as follows:

1. Safety toed shoes/boots must comply with OSHA and departmental requirements for the specialized work areas. For example but not limited to, Electricians must wear non-conductive shoe/boots without metal rivets which shall also comply with ANSI Z-41 standards. Due to the specialized nature of these shoe/boots, the practice of the Facilities Department purchasing the shoe/boots for issue to Electricians will continue unless otherwise negotiated as the cost of these specialized shoes/boots are often significantly higher.
2. The preferred method for purchasing safety toed shoes/boots will be to go through the employee's Cost Center Manager.
3. Employees will purchase safety shoes/boots. Employees shall obtain a tax-exempt form to ensure that taxes are not paid on this purchase. The purchase request must be processed prior to purchase to avoid illegal procurement. Employees will prepare a purchase request for the safety shoes/boots and submit it to the Cost Center Manager for their department.
4. The Cost Center Manager will fund control the purchase request.
5. Once purchased, the employees will return the original receipt to the Cost Center Manager for reimbursement or reconciliation of the Government Purchase Card statement.

6. Employees requiring reimbursement may elect, and are encouraged, to have reimbursement made via direct deposit.

Section e.

Normally, the Union President shall be notified as soon as practicable should an institution emergency be declared or an employee is seriously injured on the job.

Section f.

When an inmate in dry cell status defecates, the employee may request to search the fecal material in an outside area approved by the Employer. The Employer will provide and maintain appropriate Personal Protective Equipment (PPE) as specified by the Health Services Department.

Section g.

Management agrees to provide a lockable cabinet in the FCI front lobby area to accommodate the storage of items such as motorcycle helmets.

Section h.

All staff restrooms will maintain a supply of air fresheners, urinal deodorizers, liquid anti-bacterial hand soap with lotion, paper towels and toilet paper.

Section i.

Inmates will not be authorized to use a staff restroom. Additionally, inmate urinalysis testing will not be conducted in any staff restroom. All staff restrooms will be equipped with a locking device.

Section j.

All newly hired bargaining unit staff may request an initial issue of properly fitting equipment such as but not limited radio holders; key chains; clips; handcuff cases and a duty belt. These items will be exchanged on an as needed basis.

Section k.

The Employer is committed to providing an annual Health Fair to include health care services as allowable by policy. Any Health Fair will be advertised to all staff, via email, at a minimum of two weeks prior to the event.

ARTICLE 28

UNIFORM CLOTHING

Section a.

The Employer shall have the following types of foul weather gear available for issuance to employees as required by Article 28, Section (a) of the Master Agreement:

1. Rain suits (Coat and pants)
2. Rubber overshoe boots
3. Winter Parka and bib overalls

For the duration of an institution emergency, employees assigned to outside assignments or posts during inclement weather may request to be provided gloves from the institution.

Section b.

While participating in Employer sponsored training at the institution, employees shall be authorized to wear appropriate casual clothing, unless otherwise specified by the Employer. The preferred practice shall be to authorize casual clothing for the purpose of this section.

Section c.

Employees assigned to an armed post as their quarterly assignment may request to check out a bullet-proof vest for the duration of their assignment. Bullet proof vests shall be laundered in accordance with manufacturer's specifications at the end of the employee's quarterly assignment. Employees may submit a request to the Captain, or designee, for use of an existing locker to store the vest. If a locker is available, the request shall be approved to the greatest extent possible.

Bullet-proof vests utilized by employees on a shift-to-shift basis shall be cleaned in accordance with manufacturer's specifications as necessary. Employees in need of a clean vest shall inform the Employer and exchange the soiled vest for a clean vest. In addition, all vests will be cleaned every six (6) months.

Section d.

In unusual situations where the uniform/personal clothing may become excessively soiled, jump suits will be available for check out from the institution lock shop.

Section e.

To coincide with the monthly Union meeting, the second Wednesday of every month will be recognized as Union dress down day, in accordance with Article 6, Section (i) of this agreement. It is understood there may be times (official visitors, ACA, Program Review, etc.) when Management may notify the Union, in advance, that normal dress will be required.

Section f.

All staff that are not normally assigned to a

foot hazard area, that are temporarily assigned to work in an area designated as a foot hazard area, will be offered an appropriate safety over boot to be returned upon completion of assignment. It is agreed that staff temporarily assigned more than five (5) working days within a quarter will purchase boots in accordance with Article 27, Section (d) of this Local Supplemental Agreement.

ARTICLE 29

WORK SITE CONDITIONS

Section a. The Employer shall, at the request of an employee, make a good faith effort to resolve all health and safety issues relating to ergonomically correct workstations. The cost of making any ergonomic corrections can be one factor considered by the Employer, but shall not be the sole reason for taking no action.

Section b. The Employer will ensure that the staff lounge will be maintained for the purpose it was designated for.

ARTICLE 30

DISCIPLINARY AND ADVERSE ACTION

Section a. Employees should follow guidance provided in the Standards of Employee Conduct regarding reporting requirements relating to any violation, appearance of a violation, or attempted violation of the Standards of Employee Conduct or of any law, rule, or regulation.

Section b. The employee will be notified of the final disposition of their case, when no discipline is proposed, in accordance with the Master Agreement, Article 30, Section d.

ARTICLE 31

GRIEVANCES

Section a. A log will be maintained to record the

disposition for informal resolutions to grievances filed by the Union against the Agency, indicating the terms of the agreement. This will be updated and maintained by Human Resources in a searchable PDF format on a shared folder between the Union and Management.

Section b. Management is committed to notifying the Union, in advance, who the Warden's designee is for correspondence pertaining to contract enforcement.

Section c. In the spirit of partnership, if either the Employer or the Union requires more specific information regarding a grievance, it is understood that an attempt to clarify this information should be made prior to a formal response, in accordance with Article 31, Section b.

ARTICLE 32

ARBITRATION

Section a. If post hearing briefs are requested by the arbitrator, the parties shall mutually agree on the date for submission to the arbitrator.

If either party is untimely in submitting their brief, the arbitrator has the authority to rule that particular party's brief untimely and not consider the brief in rendering a decision.

ARTICLE 36

HUMAN RESOURCE MANAGEMENT

Section a. The Employer is committed to all provisions of the Privacy Act in the distribution and maintenance of information, forms and files covered by the Privacy Act.

ARTICLE 41

PUBLICATION AND DISTRIBUTION OF THIS AGREEMENT

Section a. Employer agrees to furnish a copy of this Supplemental Agreement to all current employees and will provide a copy of the Master Agreement and Supplemental Agreement to each new employee upon entry on duty or transfer. The Supplemental Agreement shall also be made available in the shared directory on the WAN.