

**LOCAL SUPPLEMENTAL AGREEMENT**

**TO THE**

**MASTER AGREEMENT**

**Between**

**FEDERAL CORRECTIONAL INSTITUTION  
EL RENO, OKLAHOMA**

**AND**

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 171**

## **PREAMBLE**

### Section a

Identification of parties hereto: This supplemental agreement is made and entered into by the parties concerned as authorized by and between the Federal Correctional Institution, El Reno, Oklahoma, hereafter, referred to as the "Employer" or the "Agency" and the American Federation of Government Employees, Local 171, hereinafter referred to as the "Union." This agreement constitutes a collective agreement between the Employer and the Union, in accordance with Public Law 95-454 dated October 13, 1978, and other appropriate laws and regulations.

## **ARTICLE 1 RECOGNITION**

### Section a

The Employer acknowledges that the constitutionally elected officer and duly designated representatives of Local 171 are the "voice" of the local. As such, they shall represent Local 171 and the employees of this institution at meetings with officials of the Employer to discuss appropriate matters as well as promote and protect the employees' interest, as defined in 5 U.S.C. Chapter 71, 7112.

### Section b

The Employer acknowledges that Local 171 is an agent, of the exclusive representative of the Council of Prison Locals.

### Section c

The Local President will be provided separate lists containing requested information, allowable by law, of all contract employees, non-bargaining unit employees, and bargaining unit employees upon request, but not more than once every six (6) months, or unless changes occur.

## **ARTICLE 2 JOINT LABOR MANAGEMENT RELATIONS MEETINGS**

### Section a

In efforts to foster good Labor-Management relations, Labor-Management meetings may be called by either party to discuss and attempt to resolve matters of concern. When either party has requested a meeting, it will be held within ten (10) calendar days of the call for such meeting. Agenda items will be exchanged five (5) working days prior to said meeting. Any related expenses of this meeting shall be borne by the Agency.

### Section b

Members of the Labor Management meeting will be established by each party and may change at any time with the exception of the following restrictions. All Union officials will be on official time. The Union will be allowed 5 representatives or an equal number to the number of management, whichever is greater.

### Section c

Suspense dates for responses or corrective actions of problems will be established during the discussion of the matter(s) at issue and will be reflected in the minutes of the meeting.

Section d

The minutes of the LMR meeting will include topics discussed and any understandings reached. Each topic will be signed off on individually as discussed by the spokespersons. The handwritten copy or typed copy presented at the conclusion of the meeting will be considered as the final meeting minutes. Copies of this handwritten/typewritten meeting minutes will be given to the Chief Spokesperson and the Union President at the conclusion of the meeting. Responsibility for recording the minutes will be mutually agreed upon between the Employer and the Union prior to the meeting.

Section e

The Union will be provided an over-view of all disciplinary/adverse actions on a bi-annual basis of all employees. This over-view will include bargaining/non-bargaining, dates, charges, and sanctions taken

Section f

The Employer will provide shop stewards a listing of all bargaining unit employees in the shop steward's respective department of representation. The list of employees will be in alphabetical order, and upon written authorization from the employee, will include the bargaining unit employee's home address and BOP EOD.

Section g

The Union shall be given the opportunity to speak at the Warden's monthly general recall staff meeting.

Section h

During orientation of new employees, the Union will be given 45 minutes to meet with new employees in the capacity as exclusive representative.

Section i

The Lieutenant's office, Personnel Office, and Warden's office will have time/date stampers available for employees use. The receiving management official will sign the employees copy of the document after it is stamped.

Section j

The employer agrees to provide a graveled drive off of Reformatory Road for the purpose of accessing a graveled parking lot (at the expense of the employer) directly behind house #'s 16 & 17. Said parking lot will run north to south behind the back yards of house #'s 16 and 17 and in an east to west direction from the tree line behind houses 16 & 17 to the natural drainage furrow.

### **ARTICLE 3 GOVERNING REGULATIONS**

Section a

This Local Supplemental agreement takes precedence over any Employer issuance derived or generated at the local level.

Section b

Any Institution Supplements and issuances generated at the local level that affect working conditions/conditions of employment shall be provided to the Union as per Article 3 of the Master Agreement.

Section c

Negotiations, under this section, will take place within thirty (30) calendar days of the date that negotiations were invoked. Negotiations will take place at a location that is mutually agreeable to the parties and the Employer will pay all expenses related to the negotiations.

Section d

When emergency procedures are invoked, the Warden, or his/her designee, will ensure that the Local President, or his/her designee, is notified as soon as practicable, of the circumstances causing the emergency, the expected duration of the emergency, the action taken by the Employer to resolve the emergency, and any impact the emergency had upon the bargaining unit employees. The Union President will also be advised if any employee suffers any injuries or is killed as a result of the emergency.

**ARTICLE 4**

**RELATIONSHIP OF THIS AGREEMENT TO BUREAU POLICIES, REGULATIONS AND PRACTICES**

Nothing included in this article.

**ARTICLE 5**

**RIGHTS OF THE EMPLOYER**

Nothing included in this article.

**ARTICLE 6**

**RIGHTS OF THE EMPLOYEE**

Section a

It shall be understood by the Employer that all Union representatives will be designated by the Union and not by the Employer or Employee.

Section b

Papers shall be served to Bargaining Unit staff in the least conspicuous way possible. All subpoenas and warrants served by local, state, or federal law enforcement officials will be done in as private setting as possible to allow for the privacy concerns of the employee(s) involved. Warrants and subpoenas will be given to the employee(s) in the Warden's office, Associate Warden's office, or in a private office located in the personnel area.

Section c

Upon disapproval of a suggestion by an employee to the Incentive Awards Committee, the employee involved, will be given written notification of the decision and the reason therefore. If within two years of this notification, the recommended action, or a similar action is taken to the suggestion made by the employee, the employee will receive the incentive award.

#### Section d

All bargaining unit employees will be given a copy of this supplemental agreement and 100 additional copies shall be given to the local union president. All new hires shall be given a copy of this agreement and the master agreement to be furnished by the Employer during institutional familiarization.

#### Section e

It is understood that the informal files referenced in Article 6, section r of the Master Agreement means written or electronically maintained files.

#### Section f

Procedures for filing tort claims will be explained each year during Annual Refresher Training and to new employees during Institution Familiarization. The Employer agrees to forward tort claims for processing, ordinarily within fifteen days. A log shall be maintained by the Employer, listing the date and name of the employee submitting the tort claim. The employee may inquire of the status of the tort claim at any time. The definition of ordinarily in this instance is found in Art. 18, sec. u of the Master Agreement.

#### Section g

Hats and Jackets provided by the Union will be considered appropriate wear by non-uniformed staff. The jackets and hats shall be of a suitable color with a non-intrusive logo. Wearing of Union-provided items by uniformed staff will be in accordance with Art. 28 Sec. a. 3. and Sec. j. of the Master Agreement

#### Section h

During the collection process of Drug Testing, a union representative, at the employee's request, will be present, provided the designated representative is available within a reasonable period of time as defined in Article 6, section h of the Master Agreement. A Union representative will be allowed to accompany the sample of the Post Office.

#### Section i

Searches of employee's desks or workstations by management or a representative of the Employer will have a union representative present, absent an overriding exigency. This union representative will be designated by the union.

#### Section j

In the event of legal action brought against an employee acting within the scope of their duties, the Employer will provide, upon request by the affected employee, an update regarding the status of on-going litigation. The employee may request this update be in memorandum form, to be delivered in a sealed envelope, through the regular distribution system. The Employer also agrees to provide updates as outlined above when there is a significant status change in the litigation.

#### Section k

Changes in employees' assignments will be documented and made available to the Union upon request. If changes occur which impact conditions of employment, the agency will notify the Union prior to implementation of the procedures.

#### Section l

Failure to make application for vacancies under the Merit Promotion Plan shall not preclude any employee from consideration for "Incentive Awards," "Quality Step Increases" or other awards/recognitions.

Section m

The Employer will grant access to each new employee a copy of all available health benefit brochures.

Section n

Employee parking and inmate visitor parking will be in separate parking lots.

**ARTICLE 7  
RIGHTS OF THE UNION**

Section a

In addition to the meetings referenced in the Master Agreement where Union membership is authorized, the Union may designate a representative to attend the open portion of the monthly Lieutenants' meeting and the Warden's bi-weekly Department Head meeting. The Union does not waive its right to any other entitlement allowed by the Master Agreement. Minutes of such meetings will be provided to the local Union President.

Section b

Union officials will be afforded the right to represent between the FTC and FCI on official time which includes travel time between the institutions. It is understood that an elected or appointed representative by the local will be able to represent the local at either the FTC or FCI.

Section c

The Union will be allowed to use institution typewriters, LAN, computers, printers, copy machines, fax machines, and telephones in its performance of its representational duties under statute in accordance with the Master Agreement as stated in Article 12, Section c.

Section d

Provided that there is no significant disruption of departmental operations, the work schedule of the local Union President and at least three (3) other local Union officers will be adjusted, at the Union's request, so all these individuals can attend Union meetings.

Section e

No decision on a proposed settlement in a formal negotiation setting will be considered final unless signed by the Union President and Chief Executive Officer or designees assigned by each party who have been delegated authority to make decisions on the matter at hand. Such final decision will be presented in writing.

Section f

The Employer agrees that the Union may have access to any roster, schedules, or employee specific records such as post orders, position descriptions, performance standards, etc., which are not protected under the Privacy Act.

Section g

Upon request, the Employer will duplicate additional copies of documents which have been provided to the Union in response to a request for data.

Section h

The employer agrees to provide one (1) designated parking spot for Union use to be located along with parking spots set aside for front line vehicles. All such parking spots will be marked in a similar fashion.

**ARTICLE 8  
UNION DUES BY PAYROLL DEDUCTION**

Section a

All checks received by the institution for the Union will be placed in the Union Treasurer's box at the control center.

**ARTICLE 9  
NEGOTIATIONS AT THE LOCAL LEVEL**

Section a

It is understood by the Employer that this Supplemental Agreement is not binding upon the Federal Transfer Center nor will their Supplemental Agreement be binding upon the Federal Correctional Institution.

Section b

The Employer agrees to place in writing all items they allege as non-negotiable and the reasons in support of the allegations. This document shall be forwarded to the Local President at the time of the allegation.

Section c

During formal negotiations, the Union will be allowed (4) four negotiators on official time or an equal number as the management team, whichever is greater. Should the need arise, the number of negotiators may be expanded if mutually agreed upon.

Section d

Absent a declared emergency such as disturbances or lockdowns, once negotiations are completed on any matter, the agreed upon resolution will be implemented withing thirty (30) calendar days, unless other time limits are mutually agreed upon.

**ARTICLE 10  
UNION REPRESENTATION ON COMMITTEES**

Section a

The Union Vice President or his designee will be responsible for designating the Union representative to the standing committees. Written notification will be given to the Vice President of all committee meetings, times, places of meeting, and agendas.

Section b

Minutes of all committee meetings having Union representation as members will be sent to the Vice President within 10 working days. Inclusion of the Union Representative's concerns in and distribution of minutes will be in accordance with Article 10, section a of the Master Agreement. If necessary, the Union representative serving on the committee may request sufficient official time to prepare written concerns for presentation in the minutes.

Section c

Any cost associated with the meetings as listed in Article 10, section a, will be borne by the Employer and provided to all committee members equally.

Section d

The Union will be entitled to representation on committees in accordance with Article 10, section a.

Section e

Incentives for the Esprit de Corps Correctional Officer award will be equivalent to that of the Correctional Officer of the Year award.

## **ARTICLE 11 OFFICIAL TIME**

Section a

Official time is defined as paid duty time used for various labor relations and representational obligations in accordance with laws, rules, regulations, and the Master Agreement .

Section b

A government vehicle will be made available by the Employer to union officials for travel to and from the Federal Transfer Center (FTC) while in official time status. All other travel by union officials while in official time status will be handled in accordance with Article 11, section a.3 of the Master Agreement.

Section c

It is understood that official time for designated/elected Union representatives will be granted for the following reasons:

- a. Official time will be granted for reasons per Article 11, Section c of the Master Agreement.

Section d

Internal Union business will not be conducted on official time. If a representative desires to perform internal union business, he/she may request annual leave and/or leave without pay.

Section e

Employee Union representatives will be excused from duty, workload permitting, to attend training which is designed to advise representatives on matters within the scope of 5 USC, and which is of mutual benefit to the Union and the Employer per Article 11, section h of the Master Agreement.

Requests for funding of training related expenses such as registration or tuition fees will be reviewed and may be approved by the Employer on a case by case basis.

Travel related expenses may be paid by the employer at its option per Article 11, section c(7) of the Master Agreement.



## ARTICLE 12 USE OF OFFICIAL FACILITIES

### Section a

The Employer will provide bulletin board space in the Employee's Lounge for posting of Union Notices and informing bargaining unit members of significant events pertaining to the Union. All materials posted there are the property of the local and are considered to be part of Union business. All materials posted are subject to the provisions of Article 12a(4) of the Master Agreement. The keys to the bulletin board shall be restricted to local E-Board members. The electronic bulletin board located above the Control Center shall be made available for the Union to notify members of regular and special meetings, space permitting.

### Section b

Staff bulletin boards located throughout the institution shall be available for the posting of notices as to regular and special Union meetings, space permitting.

### Section c

Requests to utilize available meeting facilities during non-duty hours for the purpose of conducting official Union business must include specific starting and stopping dates and times.

### Section d

The Employer agrees the Union can distribute its newsletters by use of the institution newsletter box in the Administration Building foyer. It is understood when this method of distribution is used, the provisions of Article 12, section a(4) are applicable. These documents shall be considered the property of the Local Union.

### Section e

The Employer agrees to obtain as requested, suitable office furniture such as chairs, file cabinets, and desks for Union use from surplus and excess sources when available.

### Section f

A copy of the current months BOP docs will be made available to the Union President and a copy for the Union house will be made available.

### Section g

Should the Union lose access to the LRP Disk through non-Employer sources, and if the institution Human Resources department has a current LRP Disk subscription, the parties agree to negotiate Union accessibility to the LRP Disk.

### Section h

The Union will use the Day Room for election purposes.

### Section i

Non-official use of the firing range by employees will be in accordance with applicable Agency policy.

### Section j

There will be a bulletin board established at the Camp and Unicorn/CMS Gate for Union use. The Union bulletin board located in the Day Room will be relocated to the administration hallway.

## **ARTICLE 13 QUESTIONNAIRES**

### Section a

Should the Employer decide to distribute questionnaires at the local level, the provisions of Article 13 of the Master Agreement shall be applied, with the substitution of the Union President for the President of the Council of Prison Locals.

## **ARTICLE 14 EMPLOYEE PERFORMANCE AND RATINGS**

### Section a

Bargaining Unit staff should be counseled by their first-line supervisors on career enhancement and training needs. The Union and the Employer agree all of our employees are one of the Agency's most important resources and the bettering of this resource serves to strengthen the Agency.

### Section b

Employees who fall in more than one rating in any six month period, in any of their critical job elements will, at the employee's request, be counseled as to the supervisor's reasons for the change in performance. The employee and the supervisor may jointly create a written plan that the employee may be able to use to improve their work performance.

### Section c

Entries in performance logs in all departments will be typed or legible to the employees, written in ink, and signed by the author.

### Section d

Reviews of all performance log entries, performance discussions, and performance evaluations will be done during the employee's duty time and will be done in a private setting. If done prior to the beginning of or subsequent to the employee's shift, the employee will be compensated.

### Section e

The Employer encourages entries to a performance evaluation which note positive performance. If the employee feels that an entry should be made or should have been made to note positive performance the employee should so advise the supervisor. The supervisor will then be free to either make the entry or advise the employee as to why no entry was made.

### Section f

Performance information provided by supervisors or managers to rating officials that is included in an employee's performance log will be discussed, with the affected employee, upon their request, by that supervisor or manager.

### Section g

The Employer reaffirms that performance log entries or performance counseling sessions will be based on the actual behavior of the employee, not personality traits or judgmental conclusions drawn by the supervisor.

Section h

Union officials' performance evaluation will be based solely on job-related performance. If job-related performance cannot be rated due to the use of official time, the official's current rating will be valid.

**ARTICLE 15  
OUTSIDE EMPLOYMENT**

Section a

The Employer agrees to provide the Union President with a list of applicable laws, rules, and regulations used to approve/disapprove outside employment requests by bargaining unit members. The Employer also agrees to make known to the employees this information during annual refresher training.

**ARTICLE 16  
POSITION DESCRIPTION AND REVIEW**

Section a

Upon request employees have the right to Union representation during desk audits.

**ARTICLE 17  
EMPLOYEE PERSONNEL FILES**

Section a

The Employer will conduct an annual review of each employee's official Personnel File to ensure outdated materials have been removed.

**ARTICLE 18  
HOURS OF WORK**

Section a

All overtime will be assigned fairly and equitably.

Section b

In departments other than correctional services which require roster committee meetings, notification of the roster committee meeting will be in writing to the Union President or designee.

Section c

Preparation of official reports and memoranda required in the line of duty shall be accomplished during duty hours or on overtime basis.

Section d

The Employer shall not conduct agency business with an employee on the employee's off duty time. Should another department such as personnel or Financial Management require an employee's presence, he/she will be relieved from duty with the requesting department arranging the relief through the appropriate supervisor and will not be required to report to that office on his/her off duty time.

#### Section e

The Employer agrees that increased longevity of service by unit management team members in each housing unit promotes increased familiarity and knowledge of those inmates. This increased understanding significantly contributes to the care, custody, and control of the inmate population in the unit, as well as the institution as a whole.

However, individual unit team members may be reassigned to other units from time to time to meet the work-related needs of the institution. To minimize any possible negative impact in the institution operations caused by such a reassignment, the Employer agrees to use the following system to fill behind the reassigned team member:

1. Qualified volunteers for reassignment will be reassigned first.
2. Should there be an insufficient number of volunteers, the Employer shall normally select the qualified employee with the longest service in a unit.

The Employer agrees that reassignments under this system will not be made for arbitrary, capricious, or punitive reasons.

#### Section f

Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him, or for which he is required to return to his place of employment, is deemed at least 2 hours in duration for the purpose of premium pay, either in money or compensatory time off.

#### Section g

The Employer agrees that, when an employee continuously works in excess of three (3) hours immediately following his/her regularly scheduled shift, he/she shall be given the opportunity to purchase a meal or time off to obtain a meal.

#### Section h

When an employee fills an unscheduled overtime position immediately following his/her regular shift, he/she shall, if requested by the employee, receive adequate time between shifts to attend to personal affairs. This time will not exceed one (1) hour. Call-back provisions do not apply.

#### Section i

All custody staff will sign up for overtime one week prior to the beginning of each new quarter. The sign up sheet will be placed in the Lieutenant's Office, and all custody staff will sign the sheet, giving a current phone number and shifts available. The sign up list will be pulled the first Monday of each new quarter, and used to update the overtime program. Any custody staff member who fails to sign the overtime sign up list,

will be able to add his name to the list by submitting in writing, a request to the Administrative Lieutenant. The Union President will be notified of all additions to this list. The request will be time and date stamped by submitting staff member, and the staff members name will be added to the list, 5 to 7 days from the date stamp.

#### Section j

Any Over time of 2 hours or less will not be counted in the rotation system but will be assigned in a fair and equitable manner.

#### Section k

The purpose of this rotation system is to ensure that everyone gets the opportunity to work overtime in excess of two hours once before being offered overtime again.

#### Section l

In custodial department the computer program established to rotate Overtime fairly will be used by the agency as per Article 18, Section v of this agreement.

#### Section m

If changes are made in the posted assignment roster of any department within the institution, the Union President, or the designated Union steward will be notified of all changes to include loans, details for training, etc.

#### Section n

The Employer agrees that departmental schedules and work assignments will be made in a fair and equitable manner.

#### Section o

Employees must submit their request for holiday off or to work a holiday 14 calendar days prior to the holiday for consideration. All requests will be time and date stamped, by the employee. A decision, by the supervisor, will be made at least seven days before the requested holiday. When all factors are equal, seniority will be the deciding factor in accordance with Article 19, section e of the Master Agreement.

#### Section p

The following guidelines will be used in assigning overtime in the correctional services department.

1. The assignment of overtime work will be the responsibility of the Employer's official.
2. Overtime will be filled on a next day basis, except as specified in number 9 of this section.
3. Prior to filling overtime from the overtime sign-up sheet, the Employer will verify the date of the last worked or refused overtime for each individual. Additionally, the management official will identify the grade level of each employee, and whether they are weapons or bus qualified.
4. The Employer will enter the information from the overtime sign-up sheet into the computer database overtime assignment program.
5. After determining the qualifications necessary for the overtime assignment to be assigned, the Employer will utilize the list generated by the computer data base overtime assignment program to fill the overtime assignment. Management officials assigning overtime on the morning watch, evening watch, weekends, and federal holidays will utilize a hard copy print-out generated by the computer database overtime assignment program. The Employer will start with the employee who has not worked overtime for the longest period of time. Overtime worked or refused will rotate as last date worked. In the case of illness, it is the employee's responsibility to call his/her supervisor and remove his/her name from the overtime sign-up sheet, otherwise illness will be considered a refusal.
6. In the event an employee accepts an overtime assignment and the employee becomes ill or is otherwise unable to perform the assignment, the employee must notify the responsible management official. Such instances will be considered as refused.
7. When assigning overtime work, the Employer will advise the employee of the day and shift of the overtime to be filled. The Employer will determine the post to be assigned. The employee may either accept or decline the overtime day and shift offered. If the employee accepts, the Employer will then advise the employee of the post assigned.

8. After contacting, or attempting to contact employees, for the purpose of assigning overtime, the management official will document whether the employee accepted, refused, was not contacted, or was skipped. Contact with an employee's answering machine will be considered as no contact, until the employee subsequently contacts the management official. An employee will be considered skipped if they are not qualified for the overtime assignment or due to a shift conflict.
9. During instances in which there is less than two (2) hours to assign overtime work, the Employer may assign the overtime work to an employee without utilizing the overtime sign-up list. When an employee is unable to work overtime because of short notice, the employee will be considered as skipped, rather than refused.
10. The computer database overtime assignment program must be updated daily, excluding weekends and holidays, in order to maintain appropriate rotation of last day worked overtime.
11. Should overtime requirements exceed the resources available from the overtime sign-up sheet, the Employer may direct employees to work overtime in such situations. If the employees are directed to work overtime, those qualified employees will be assigned first in inverse seniority order.
12. The operation of this provision will be open for review by Union representative(s) who are designated by the Union Vice President. Management will be notified, by the union of the representative that will be requesting this documentation.

#### Section q

Upon request the Employer agrees to furnish the Union President final copies of the quarterly assignment rosters from all departments within the institution. Also, all copies of the sick and annual relief schedules.

## ARTICLE 19 ANNUAL LEAVE

#### Section a

Seniority lists for bargaining unit employees will be kept in each department, will be updated quarterly if necessary, and will be made available to employees upon request.

#### Section b

In the event that two or more employees have the same entry-on-duty date, an alphabetic rotation will determine the order of seniority.

#### Section c

During total leave year scheduling, employees' annual leave in the Correctional Services department will be scheduled in order of seniority in each of two rounds, with up to three weeks scheduled during the first round and up to two weeks scheduled during the second round.

Employees will be approved on a seniority basis for annual leave periods which become available during the leave year as outlined in Article 19, section j of the Master Agreement upon submission of a written request no later than two (2) weeks prior to the desired dates. Requests submitted later than two (2) weeks prior may be approved at the discretion of the Employer.

#### Section d

After finalization of each department's annual leave roster the roster will be made available to each employee in the department, as well as a copy to the Union President, at least two weeks prior to the beginning of the new leave year.

Section e

In the event that the Employer cancels scheduled annual leave in accordance with Article 19, section g of the Master Agreement, the Employer agrees that use/lose status and seniority will be taken into consideration when determining which employee's leave will be canceled. The Employer will reschedule the employee's leave during any available leave period of the employee's choosing.

Section f

Leave scheduling is not mandatory upon any employee. However should an employee who had not scheduled leave during total leave year scheduling or who had not scheduled enough leave to remove him/her from use or lose status requested leave after the completion of leave

scheduling process, it is understood that annual leave may be taken at the convenience of the institution, utilizing available leave spots.

**ARTICLE 20  
SICK LEAVE**

Section a

Any inquiry into Employee's protected medical information will be in accordance with all applicable Law, Rules and Regulations.

Section b

The Employer agrees that "periodically," as stated in Article 20, Section a(4) of the Master Agreement, does not mean daily calls when the employee indicates an anticipated absence of more than one day.

Section c

The union and management agree that the "medical certificate" contained in Article 20, section b of the Master Agreement is defined in 5 CFR, section 630.201 which states:

"Medical certificate" means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

The parties further agree that the medical privacy of all employees is of the utmost importance. Too much inquiry may touch upon protected privacy issues.

**ARTICLE 21  
TRAINING**

Section a

An employee's performance evaluation, or any merit consideration shall not be adversely affected because he/she does not take agency training in off-duty status. The Employer understands and agrees that an employee cannot be expected nor allowed to perform duties to the benefit of the Employer without being compensated, in accordance with applicable pay regulations.

Section b

The Employer agrees that when there is to be any training given to unit employees at the local level involving labor-management matters, the Union President or his designee will jointly with management have input into this training and lesson planning.

Section c

The Union will be allowed to utilize a forty-five (45) minute training slot for each weekly session during Annual Refresher Training for all employees for the purpose of discussion of representational rights and duties under Statute.

Section d

The Employer agrees that detail for training bargaining unit positions announced under merit promotion procedures will be filled with the most qualified employee as determined by the Employer. The Union will be allowed to continue the past practice of participation on merit promotion boards for these positions.

Section e

An employee applying for training through competitive training opportunities or through the Training Committee will be notified of the approval or disapproval of his/her training request in writing.

Section f

During outdoor staff training, consideration will be given to weather conditions. Any adjustments to firearms training in the event of adverse weather conditions will ordinarily be the decision of the Lead Firearms Instructor.

Section g

Completed Cross Development Courses will be documented on employees' training records per Employee Development policy. The Employer will make reasonable efforts to allow employees to take Cross Development Course tests in duty status.

Section h

Acting management positions filled by bargaining unit employees will be documented in the employee's performance log if the acting position is held for 8 hours or more.

Section i

The Employer will make every effort to grant an employee's request for days off to perform military active duty for training. Employees will ordinarily not be required to switch shifts and/or days off with other employees.

## **ARTICLE 22 EQUAL EMPLOYMENT OPPORTUNITY**

Section a

Copies of all Institution policies and procedures relating to administration of EEO and Affirmative Action Programs will be provided to the Union President, upon request.

Section b

The union will be provided copies of agenda items and meeting minutes, if available provided to local representatives attending national conferences as referenced in Article 22 of the Master Agreement.



Section c

The Union designated representative on the institution Affirmative Action Committee will be allowed to participate in institution-level affirmative action training to the same extent as every other member of the Committee. Any costs to Committee members associated with such training which the Employer elects to pay will be provided to all Committee members equally.

**ARTICLE 23  
UPWARD MOBILITY**

Section a

By the last day of March, the Employer will provide the Union a list of all Upward Mobility positions filled in the preceding year.

Section b

Copies of any and all reports at the local level that pertain to the Upward Mobility Program will be provided to the Union as requested.

Section c

A list of positions identified by the employer each year as upward mobility (if any) will be made available to bargaining unit members upon request.

**ARTICLE 24  
EMPLOYMENT OF RELATIVES**

Nothing included in this article.

**ARTICLE 25  
REDUCTION IN FORCE, ETC.**

Nothing included in this article.

**ARTICLE 26  
RETIREMENT AND RESIGNATION**

Nothing included in this article.

**ARTICLE 27  
HEALTH AND SAFETY**

Section a

When an employee has had a injury or accident while on his/her assigned job, the Employer will notify the Union President, or his designee, of such accident or injury and the available circumstances, as soon as possible, but ordinarily no more than 24 hours after the Employer becomes aware of the injury or accident. This does not apply to injuries that are extremely minor in nature.

Section b

The Employer agrees to notify any staff member of a threat to his/her life which has been substantiated. When during an investigation by the Employer, information is received or uncovered that would indicate threats against an employee or his/her family, or in any way jeopardize his/her or their welfare, said employees will be notified immediately unless such notification would seriously jeopardize the investigation.

Section c

A whistle will be considered to be standard issue to all employees.

Section d

The Employer will review, as requested, each individual's entitlement under the law to Environmental Differential Pay. The employee will receive a written determination to their settlement.

Section e

The Safety/Personnel staff will be available to assist in completing required forms on behalf of bargaining unit members who, in the course of employment, are injured. This will include applying for workman's compensation and/or applying for disability retirement. The Safety office will make CA-1's available to staff and mail these forms to staff who have been injured and unable to go to the Safety Office.

Section f

Employees required to wear HEPA masks on escort or Hospital assignments will be fit tested before they are required to wear these masks. Each staff member assigned to area where HEPA masks are required shall be issued his own HEPA mask. No staff member shall be required to wear a mask that was previously worn by another staff member.

Section g

In the event an increase in inmate general population should require triple or quadruple bunking, the Employer agrees to negotiate changes in working conditions prior to implementation.

Section h

The Employer agrees to maintain all equipment and building currently known as the Donald F. Reis fitness center.

Section i

At the request of the Employer, the Administrator of Parkview Hospital in El Reno, Oklahoma, has agreed to maintain the monitor located inside Room N-6 and the video camera located outside the door of this room.

Section j

This room will be equipped with suitable and comfortable chairs for staff, mutually agreed upon by the Union and the Employer.

Section k

At the request of the Employer, the Administrator of Parkview Hospital in El Reno, Oklahoma, has agreed to maintain a television in Room N-6

Section 1

The Employer agrees to make every reasonable effort to persuade healthcare facilities to provide a hospital room separate from other law enforcement agencies.

**ARTICLE 28  
UNIFORM CLOTHING**

Section a

A total of six vests of varying sizes will be placed in the base of Tower 1 and Tower 2 for employees selection. An additional two vests for female staff, per tower, in varying sizes will also be placed in the base of Tower 1 and Tower 2. The employer will ensure that the vest are maintained in a sanitary manner at least quarterly. A sufficient number of bullet proof vests in varying sizes, including uni-sex vests to accommodate female staff, will be maintained for issuance.

Section b

Due to the many diseases that can be transmitted by the wearing of clothing that has been previously worn by another person. No employee shall be required to wear safety equipment/clothing of any kind that has not been properly cleaned/washed previous to its issuance. This will include pads, vests, and other types of clothing and gear used to make force cell moves.

Section c

The Employer agrees to designate foot hazard areas referenced in Article 28, section g(1) of the Master Agreement in accordance with applicable laws, rules, and regulations, as per Master Agreement Article 3, Section A.

Section d

The Employer agrees to provide safety-toed footwear at the Employer's expense to eligible employees in accordance with Article 28, section g of the Master Agreement. Both parties agree to appoint a negotiating team to negotiate cost and quality of such footwear no later than 30 days subsequent to the effective date of this agreement.

Section e

Employees with medical concerns regarding the wearing of safety-toed footwear shall submit a medical slip from their doctor which shall address what limitations they are required to observe. The Employer will attempt to reasonably accommodate such a physical disability on an individual and temporary basis.

Section f

The following posts are the only posts where the dress uniform may be required to be worn by the Employer.

1. Visiting room
2. Front entrance
3. Outside escort
4. Recruiting trips
5. Court trips
6. Telephone Receptionist

Section g

Due to the nature of the work in the following areas Nickel gray uniforms may be utilized and employees shall have the option to wear these uniforms.

1. SHU
2. Rear entrance
3. Escorts for CMS/Unicor
4. CMS Gate
5. Tool Room Officer
6. Temporary assignments to Lock Shop, UNICOR, or CMS
7. Any shakedown assignment

Section h

One base ball type hat will be issued every six months to all uniformed employees for a total of two hats per year.

Section i

When employees are required to go into areas where their uniform/personal clothing may become excessively soiled, coveralls will be provided for protection of clothing and/or uniform provided there is no other type of protective clothing addressed in Employer policy. This protective gear will be maintained in an area accessible to all employees and will be cleaned after each use.

## **ARTICLE 29 WORK SITE CONDITIONS**

Section a

The Employer agrees to provide in current and future permanent, towers with suitable arm chairs for observation, refrigerators, microwaves, drinking water, toilets and toilet supplies, and heat/air conditioning, sufficient to cool or heat the tower

Section b

The Employer agrees to provide current and future permanent towers with workable spotlights.

Section c

Employees assigned to a temporary tower will be afforded relief for the use of toilet facilities as soon as practicable. When temporary towers are activated procedures will be established for the periodic relief of staff in these temporary towers.

Section d

The Employer agrees that staff restrooms will not be used for inmate urinalysis testing.

Section e

The Employer agrees to provide the Control Room officer with heat/air conditioning, refrigerator, microwave oven, cold drinking water and suitable arm chairs for the staff.

ARTICLE 29  
SECTION 3

Section f

The Employer agrees to provide housing unit correctional officers with access to a refrigerator, microwave, and outside phone capabilities.

Section g

The Employer agrees to maintain an employee dining room and provide three (3) meals daily, breakfast, lunch and dinner, for purchase by those employees desiring to take advantage of this service. This area will be kept separate from the inmate population during staff dining hours except for those inmates necessary to maintain it. The Employer further agrees to make meals available to staff at the institution Camp and provide an area for staff to eat separate from the inmate population.

Section h

Changes by the Employer at the local level to the procedures and operations of the institution meal ticket program that affect working conditions of bargaining unit employees will be subject to impact and implementation bargaining.

Section i

The Employer agrees to provide an employee's lounge. One of the functions of the employee's lounge is to provide a suitable eating place for employees who bring their lunch. No inmates will be allowed in this area between the hours of 6:00 a.m. to 8:00 a.m., 11:00 a.m. to 1:00 p.m. and 3:00 p.m. to 4:00 p.m. The lounge will be equipped with a refrigerator, sink, microwave oven, bathroom and outside phone. Inmates will not be allowed to work in this area unescorted or be in this area unescorted for any reason.

**ARTICLE 30  
DISCIPLINARY AND ADVERSE ACTIONS**

Section a

In accordance with Article 7, section (j) of the Master Agreement, the President of the Local or his designee will be advised verbally and in writing on the same day of any adverse or disciplinary action proposal being issued to a member of the bargaining unit.

**ARTICLE 31  
GRIEVANCE PROCEDURE**

Nothing included in this article.

**ARTICLE 32  
ARBITRATION**

Nothing included in this article.

**ARTICLE 33  
MERIT PROMOTION**

Nothing included in this article.

**ARTICLE 34  
EMPLOYEE ASSISTANCE PROGRAM**

Section a

The employee assistance program staff will be readily identified by picture and name in a prominent place in the institution

Section b

The Employee assistance program will be given a part of the Institutional Familiarization Training and during Annual Refresher Training. Employees will be given a handout at these training sessions that explain:

1. Rules of confidentiality
2. How to contact EAP staff
3. Programs offered by EAP
4. How to contact the EAP other than locally
5. Any telephone numbers that can be used to contact EAP

**ARTICLE 35  
PRIORITY PLACEMENT PROGRAM**

Nothing included in this article.

**ARTICLE 36  
HUMAN RESOURCE MANAGEMENT**

Nothing included in this article.

**ARTICLE 37  
SEXUAL HARASSMENT**

Nothing included in this article.

**ARTICLE 38  
QUALIFIED HANDICAPPED EMPLOYEES**

Nothing included in this article.

**ARTICLE 39  
FURLOUGHS**

Nothing included in this article.

**ARTICLE 40  
ASBESTOS**

Section a

An updated list of areas that have asbestos in them will be given to the president of the local upon completion of an abatement project. The President of the local will be advised of all abatement projects 30 days before the project begins. The Employer agrees to follow all applicable laws, rules, and regulations when removal or abatement procedures are implemented.

**ARTICLE 41**  
**PUBLICATION AND DISTRIBUTION OF THIS AGREEMENT**

Nothing included in this article.

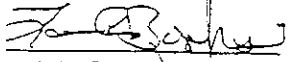
**ARTICLE 42**  
**EFFECTIVE DATE AND DURATION OF THIS AGREEMENT**

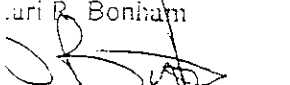
Section a

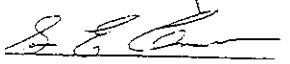
This agreement shall take effect upon completion of the review period as outlined in Article 9, section d of the Master Agreement. The termination of this Supplemental Agreement shall coincide with the termination date of the Master Agreement.

Executed this 3rd day of May, 2000.

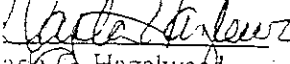
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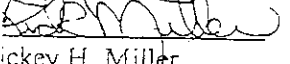
  
Mari R. Bonham

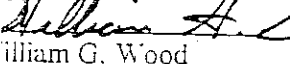
  
Donald R. Boyd

  
Sam E. Craven

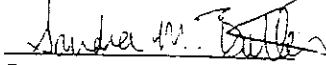
  
Donald T. Davis

  
Maria G. Hazelwood


  
Mickey H. Miller

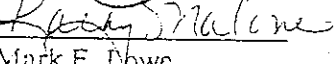
  
William G. Wood

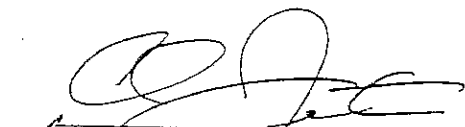
For the Federal Correctional Institution:

  
Sandra M. Butler

  
Max W. Flowers

  
Cole A. Jeter

  
Mark E. Dowe

  
L. E. Fleming, Warden