

**LOCAL SUPPLEMENTAL AGREEMENT  
TO THE  
MASTER AGREEMENT**

**BETWEEN**

**FEDERAL TRANSFER CENTER  
OKLAHOMA CITY, 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 the Federal Transfer Center, Oklahoma City, Oklahoma, hereafter referred as the "Employer" or the "Agency" and the American Federation of Government Employees, Local 171, hereinafter referred to as the Union.

### **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 the 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 Council of Prison Locals which is the exclusive representative for the Federal Prison System.

#### **SECTION C (1)**

This agreement covers local 171 bargaining unit members of the Federal Transfer Center.

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

#### **SECTION A**

Labor Management meetings will be held on the third Thursday of each month at 1:00 p.m. The meeting will normally be held at the FTC Training Center, if available. If the Training Center is not available, the meeting will be held at another mutually agreed upon location at the FTC. If there are no available locations at the FTC, the meeting will be held at a mutually agreed upon location off-site. If there are any related expenses, these will be borne by the Agency. The Union and Management will exchange their specific agenda items, and the names of their representatives who will be attending, not less than seven (7) calendar days prior to the scheduled meeting. The Joint Labor-Management Committee shall consist of representatives of the Employer and up to three (3) 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 Agency representatives exceeds three (3). Each party may bring a subject matter expert, as necessary.

#### **SECTION B**

Union officials will be placed on official time to attend LMR meetings. In the event there are no agenda items, it is understood by both parties that the meeting is canceled.

#### **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. Management will be responsible for recording the minutes of each meeting. The minutes will be reviewed and approved by the parties upon conclusion of discussion of each issue. A final copy of the minutes will be reviewed and signed by the parties prior to the conclusion of the meeting, and a copy will be provided to each participant.

#### **SECTION I**

A time/date stamp will be available for employees in the Lieutenant's Office and Human Resources Office.

At the employee's request, Department Heads and Supervisors will sign the employee's copy to certify the date and time the document was received, in writing.

#### **SECTION J**

The Union President or designee may be provided a copy of the after action report in accordance with applicable laws, rules and regulations.

### **ARTICLE 3 GOVERNING REGULATIONS**

#### **SECTION B (1)**

Written correspondence, other than institutional supplements, will be provided and routed to the appropriate Union official via institution mail and/or Groupwise.

#### **SECTION D**

When emergency procedures are invoked, the Warden or his/her designee will notify the Local President, or his/her designee, as soon as practicable, after the resolution of the emergency, of the circumstances causing the emergency, and any impact the emergency had upon the bargaining unit employees. The Warden, or designee, may notify the Union during the emergency should circumstances allow. The Union President will be advised if any employee suffers injuries or is killed as a result of the emergency.

**ARTICLE 6**  
**RIGHTS OF THE EMPLOYEE**

**SECTION B**

It shall be understood that all Union Representatives will be designated by the Union President or his/her designee.

**SECTION C**

Warrants and/or subpoenas shall be served to bargaining unit staff in the least conspicuous way as possible. All subpoenas and warrants will be done in as private a 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 FTC Staff Training Center.

**SECTION G**

The Agency shall publish the local supplemental agreement, at no cost to the Union, in the form of booklets and distributed within 30 days of the completion of ratification and agency head review. The Agency shall provide sufficient quantities to ensure that each employee and newly hired staff receives a copy. The agreement shall be printed on 8½ x 11 format. The President of Local 171 shall be provided with an additional 175 copies. Should any revisions of this agreement be necessary, all expenses related to revising this Agreement will be borne by the Employer.

**SECTION I**

The Employer will send a notice, annually, to all employees regarding the Federal Employee's Compensation Act, 5 U.S.C. 2401. The Notice will contain basic information on procedures and rights for filing a tort claim under the Federal Employee's Compensation Act along with contact information for those who have questions relating to the Act.

**SECTION K**

The Employer will make reasonable efforts for bargaining unit employees on duty to attend general staff recalls, if requested. The Employer will consider employee requests to be excused from attending such recalls. The general nature of topics discussed during the general staff recalls will be disseminated during staff meetings, published in the institution newsletter or email. If entitled, employees attending general staff recalls will be compensated in accordance with applicable, laws, rules, and regulations.

**SECTION N**

Where a reasonable expectation of privacy exists and there is reasonable suspicion, searches of employee's personal property within their assigned/work stations by Management or a representative of the Employer will have a Union representative present, absent an overriding exigency. The Union representative will be designated by the Union President or his designee.

#### **SECTION P**

Each staff member escorting inmates from the FTC will be permitted to check out a radio. Left and right-handed holsters will be maintained in the weapon bags for staff use on escorted trips.

#### **SECTION W**

It is understood that during the conduct of an investigation as stated in Bureau of Prisons Statement 1210.xx, "if during the course of the investigation these sources provide information implicating themselves in wrongdoing, the Investigator will stop the interview and execute a form BP-S194. The employer is committed to complying with the provisions of the Office of Internal Affairs, Program Statement 1210.XX. Should National Policy be changed/revised during the term of this Agreement, the revised National Policy will be followed.

#### **SECTION Z**

The Employer is committed to complying with the provisions of the Bureau of Prisons Program Statement 5510.xx, Searching, Detaining, or Arresting Persons Other Than Inmates, or any applicable National Memorandum of Understanding (MOU). Should the National Policy/MOU be changed/revised during the term of this agreement, the revised National Policy/MOU will be followed. When the Employer requires an employee to produce evidence as part of an official investigation, and the employee will incur financial cost as part of retrieving the evidence, the employee will inform the Investigator prior to incurring such costs.

#### **SECTION BB**

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

### **ARTICLE 7 RIGHTS OF THE UNION**

#### **SECTION D**

Union representatives may use the Employer's computers (which have Local Area Network capabilities), printers, and typewriters located in the Staff Briefing Room. Requests for Internet access through the Local Area Network will be reviewed on an individual basis and presented to the Warden for final approval/disapproval. It is understood that only Bureau of Prisons employees are authorized to perform work on any computer connected to the Local Area Network. The Union also agrees that all local and national policies regarding Standards of Employee Conduct and computer security will be followed.

The Employer will provide telephone and facsimile lines for the Union Office. The Employer will also provide one computer with Local Area Network access for use in the Union Office. The Union may utilize the copy machines located in the Lieutenant's Office. The Union may utilize copy machines located in Education and Correctional Systems if the copy

machine in the Lieutenant's Office is being used. It is understood the use of this equipment may not interfere with the performance of other employee's official duties and must be in accordance with the Master Agreement, Article 12, Section C.

#### **SECTION E**

Bargaining unit employees may request not to be assigned to act in a management/supervisory role. The Employer will consider such requests and make a reasonable effort to assign another qualified employee to act for the management/supervisory official. In making its determination, Management may consider experience, staffing levels, and workload, among other factors.

#### **SECTION K**

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

#### **SECTION L**

The Employer will provide one (1) designated parking space for Union use on the front row and one (1) additional space on the second row. A sign will be installed by the Employer to indicate designation of these parking spaces for Union usage.

### **ARTICLE 8 UNION DUES BY PAYROLL DEDUCTION**

#### **SECTION A**

All checks received by the institution for the Union will be placed in the Union mailbox by the Control Center.

### **ARTICLE 9 NEGOTIATIONS AT THE LOCAL LEVEL**

#### **SECTION A**

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

### **ARTICLE 10 UNION REPRESENTATION ON COMMITTEES**

#### **SECTION D**

Any costs associated with meetings, work groups, or task forces established in accordance with the Master Agreement, for which a Union Representative is a member, will be borne by the Employer.

**ARTICLE 12**  
**USE OF OFFICIAL FACILITIES**

**SECTION A**

The Agency will provide the Union with one locking bulletin board in the Staff Briefing Room/Lounge and one locking bulletin board on the second floor rotunda, next to the staff meal ticket machine. The Union bulletin boards will be comparable in size to the Employer's bulletin boards. These bulletin boards will be utilized for posting of Union related material in accordance with Article 12 of the Master Agreement. The Union will be afforded access to utilize the electronic bulletin board to notify members in accordance with Article 12, section c, of the Master Agreement.

**SECTION E**

Union representatives may use the Employer computers (which have Local Area Network capabilities), office copy machines and office equipment. It is understood that only Bureau of Prisons employees are authorized to perform work on any computer connected to the Local Area Network. The Union also agrees that all local and national policies regarding Standards of Employee Conduct and Computer Security will be followed.

It is understood that the use of this equipment may not interfere with the performance of other employee's official duties and must be in accordance with the Master Agreement, Article 12, Section C.

**SECTION F**

The Union offices will be for the exclusive use of the Union and will be accessible 24 hours per day. The Union may request in writing that 24 hour keys be issued to up to 15 representatives. The Employer will not arbitrarily deny requests for 24 hour keys.

**SECTION G**

A copy of the current month's BOP docs will be available to a Union designee at the Federal Transfer Center and a copy for the Union office will be made available.

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

**SECTION B**

If requested, bargaining unit staff will have the opportunity to discuss career enhancements and training needs with their supervisor when issued performance standards, during performance log issuance, progress reviews, and during the issuance of the final performance evaluation.



#### **SECTION E**

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 G**

Employees may request to review and discuss documentation containing comments or incidents provided to their rating official which was incorporated into their performance log. If requested, the rating official and the supervisor providing input will discuss the content of performance log entries.

### **ARTICLE 18 HOURS OF WORK**

#### **SECTION B**

The Union President or his/her designee will be notified in advance when roster committee meetings are to be held for those departments requiring a roster.

#### **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**

Should another department, other than the department the Employee works in, 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 will not offer inappropriate enticements (e.g., outstanding performance log entries) in order to encourage select staff to submit preference requests for the roster committee to consider.

#### **SECTION G**

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:

Qualified volunteers for reassignment will be reassigned first;

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 H

Unscheduled overtime work performed by an employee on a day when work was not scheduled for him/her, or for which he/she is required to return to his/her 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 K

The Agency shall abide by the current Memorandum of Understanding on the Assignment of Overtime.

#### SECTION O

The Employer will give employees who are returning to their regular jobs after detail of more than thirty (30) days from another department or institution, a reasonable amount of duty time to become familiar with job related materials issued while they were on detail. A reasonable amount of duty time will be no less than two (2) hours.

#### SECTION U

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 submitted via the LAN or in writing to their supervisor. Written requests will be handled in accordance with Article 2, Section I of this agreement. A decision by the appropriate supervisor will be made at least seven days before the requested holiday. Seniority will be the deciding factor in granting annual leave requests in accordance with Article 19, Section E of the Master Agreement.

#### SECTION OO

The Employer will render decisions regarding exchanges under Article 18, Section M at least two (2) pay periods in advance.

**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**

When two or more employees have the same entry-on-duty date, the employees will be listed in alphabetical order on the initial roster. An alphabetical rotation will be used thereafter by all roster committees to determine seniority when employees have the same entry-on-duty date.

**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 HH**

Absent exigent circumstances, requests for unscheduled annual leave should normally be submitted in writing to the supervisor prior to the employee's scheduled tour of duty. Unscheduled annual leave requests submitted seven (7) days prior to the leave period in question will be considered in order of seniority. Unscheduled annual leave requests submitted less than seven (7) days prior to the leave period in question will be considered in order of the first request received.

**ARTICLE 20**  
**SICK LEAVE**

**SECTION D**

It is understood that supervisors receiving requests for sick leave should not ask questions in a manner to coerce or intimidate employees into reporting to work when the employee is ill. Documents related to sick leave requests should be maintained, if necessary, in the appropriate files. Questions related to employee's health/medical conditions will be in accordance with 5 CFR 630.401 through 630.406.

**SECTION F**

The employer shall pay for medical examination expenses that are ordered by the Agency in accordance with 5 CFR 339.04. Normally, Employer directed examinations (e.g. fitness for duty examinations) will be scheduled on the day shift, Monday through Friday.

Employees required to substantiate absences due to sickness with a medical certificate, as defined in 5 CFR, Section 630.201, will do so as required in the Master Agreement, Article 20, Section B. Such medical certificates will normally be provided upon return to duty but must be provided no later than five (5) working days after return to duty.

## ARTICLE 21 TRAINING

### SECTION B

The Employer agrees that when there is any training given to unit employees at the local level involving Title 5 USC Labor-Management matters, the Union President or his designee will jointly with Management offer input into this training and lesson planning.

### SECTION D

The Union will be given a one hour training slot for each class during Annual Refresher Training to discuss representational rights and duties under Title 5 USC.

### SECTION E

The Employer agrees to meet with the Union five (5) weeks prior to any total annual leave year scheduling to mutually discuss the curtailing of leave in accordance with Article 19, Section L (2) of the Master Agreement.

### SECTION G

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

### SECTION H

During outdoor staff training, considerations will be given to weather conditions. Any adjustments to training in the event of adverse weather conditions will be at the discretion of the lead instructor, unless another staff member is otherwise designated by the Warden.

### SECTION J

Pay and documentation for acting management positions filled by a bargaining unit employee will be in accordance with Policy. They may also be documented on the employee's performance log.

### SECTION L

Employees may request a reasonable amount of duty time to prepare for tests (e.g. CIMS, UDC certification, etc.) that are a basic requirement of the employee's current position. Supervisory decisions on such requests will take into account such factors as security and staffing requirements and will ensure that no overtime costs will be incurred.

**ARTICLE 22**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION G**

When the Employer sends an employee to mandated EEO Counselor training, the Union may request one representative attend. Official time may be requested in accordance with the Master Agreement, Article 11. The Union official may be required to pay their own expenses related to the attendance of the training. It is understood that this agreement is totally contingent upon the Union requesting and receiving approval from the Office or Agency responsible for the training.

**ARTICLE 27**  
**HEALTH AND SAFETY**

**SECTION B**

If the Employer substantiates a credible threat to an employee's life or their family member's life, the employee will be notified.

**SECTION Q**

The Employer agrees to request that off-site health care facilities provide comfortable chairs for staff members assigned to provide security and supervision of inmates admitted for treatment.

**SECTION R**

It is understood that constant and immediate visual supervision of escorting staff will be maintained at all times. Staff providing security and supervision will maintain the same control of the television located in an inmate's room at off-site healthcare facilities as that in the institution.

**SECTION U**

The Employer agrees to notify the Union and to consider the views and input of the local Union when negotiating a contract with an outside medical facility for the purpose of treating or housing inmates, prior to the Employer making a final decision regarding the contract.

**SECTION W**

If circumstances arise that the outside hospital is wanting to place an inmate from another law enforcement agency in the room with or next to a room with the federal inmate, the staff may notify the supervisor and request another room.

**SECTION RR**

In the event an FTC inmate must be housed at a local health facility in a negative pressure atmosphere due to medically substantiated health risks, the escorting officers will maintain constant visual supervision of the inmate via a video camera and monitor equipment.

**ARTICLE 28  
UNIFORM CLOTHING**

**SECTION K**

The safety committee will designate a minimum of four vendors that eligible employees will purchase safety toed foot wear.

**SECTION P**

One baseball-type hat will be issued every year to all uniformed employees.

**SECTION R**

When employees are required to go into areas where their uniforms/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 front gate and rear gate officers will be provided a working refrigerator, microwave, and hot water dispenser for staff use. Air conditioning and heating will be provided in the front gate building and rear gate office sufficient to cool/heat the work space.

**SECTION B**

The front gate and outside patrol (when utilized) will be equipped with a spot light. The spot light may be permanently mounted or hand-held.

**SECTION C**

The Employer will make every reasonable effort to ensure that entrances and parking areas utilized by staff are clear of ice and snow.

**SECTION E**

At no time will a staff restroom be used for inmate urinalysis testing.

**SECTION F**

If requested by an employee utilizing a computer, the Employer will provide a glare filter for their monitor as soon as is practicable.

**SECTION G**

The Employer agrees to provide the Control Room with a refrigerator, microwave oven, and suitable arm chairs.

#### **SECTION H**

The Employer will provide unit officers with access to a refrigerator, microwave oven, and outside telephone. Unit officers will have access to a locking restroom designated for staff use only.

#### **SECTION I**

The Employer will provide all staff break rooms with a microwave and adequate size refrigerator.

#### **SECTION J**

The Employer agrees to maintain an employee dining room. The employee dining room will be open for staff use during the lunch meal, Monday through Friday, except holidays, for those staff who have a lunch relief. This area will be kept separate from the inmate population during staff dining hours except for those inmates necessary to maintain it. If the location or times change prior to the changes, the Union will be notified.

#### **SECTION L**

The Employer agrees to continue to make the Staff Briefing Room/Lounge available for employee use. One of the functions of this room 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. This room will be equipped with a refrigerator, sink, microwave oven, and outside phone capabilities. Staff may continue to utilize the restroom located across the hallway. 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**

The Employer will provide notification of proposed disciplinary/adverse actions and decisions regarding bargaining unit staff to the President of Local 171 via regular mail with a copy to the 2<sup>nd</sup> Vice President via institution mail at the FTC.

#### **SECTION B**

The Employer will provide the Union representative of the investigated employee, upon request, the basic status of a local investigation of that bargaining unit employee.

**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.



EXECUTED THIS 15 DAY OF JAN, 2013

FOR AFGE LOCAL 171

  
DONNY BOYTE, LOCAL 171 PRES.

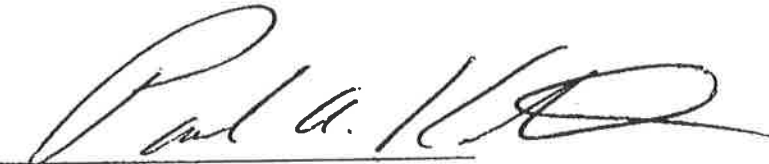
  
TOM TOWNLEY, LOCAL 171 V.P.

FOR THE FEDERAL TRANSFER CENTER

  
KENNETH HORTMAN, ASSOCIATE WARDEN

  
BRIDGETTE NICKERSON, AW/LMR

  
PAULA TROXELL, ASST. HRM

  
PAUL A. KASTNER, WARDEN





