

SUPPLEMENTAL AGREEMENT

BETWEEN

**THE FEDERAL CORRECTIONAL COMPLEX
BUTNER, NORTH CAROLINA**

AND

**THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
COUNCIL OF PRISON LOCALS
LOCAL #408**

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PREAMBLE

Section A

This supplement agreement is entered into by the American Federation of Government Employees – Council of Prison Locals 33 – Local 408, herein referred to as the Union, and the Federal Bureau of Prisons - Federal Correctional Complex, Butner, NC, herein referred to as the Agency.

Section B

This agreement shall remain in effect until the expiration of the current Master Agreement and ratification of a new Master Agreement.

Section C

This agreement together with any 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 parties.

ARTICLE 1- RECOGNITION

Section A

The Agency recognizes (Local 408) as the sole and exclusive representative for all existing bargaining unit members of Local 408 at FCC Butner.

As such, Local 408 is solely and exclusively authorized to act on the behalf of all bargaining unit employees, as noted above, in all matters, and is entitled to negotiate all agreements, policies, procedures, and appropriate arrangements that pertain to any employees of the Local 408 bargaining unit.

Section B

The Union President or expressed designee will be the contact person whenever the Union is identified in this supplemental agreement, unless specified otherwise in writing.

Section C

The Agency shall provide a list of bargaining unit employees assigned to the complex to the Union upon request.

Section D

The agency will provide to the Union President or Designee a list of names and entry on duty (EOD) dates of all bargaining unit employees quarterly and upon the completion of each bargaining employee Introduction to Correctional Techniques (ITC) Phase 1 class.

The Union President or designee will be provided a list of all contract employees upon request but no more frequently than every six months.

ARTICLE 2- JOINT LABOR MANAGEMENT RELATIONS MEETINGS

Section A

The purpose of a “Labor Management Relations Meeting” (LMR) will be to discuss issues and concerns and seek out resolutions to personnel, policies, practices affecting working conditions of bargaining unit employees represented by Local 408. The union and management agree to conduct all labor management functions in accordance with the Master Agreement for the life of this contract.

Section B

Labor Management Relations (LMR) will be held on the Second Wednesday of the month at 9:00 a.m. LMR meetings be held at alternating sites (e.g., Union designates its site and the Agency designates its site) within the complex. The date and start time can only be changed upon mutual consent of both parties. Dates can also be changed if these meetings fall on holidays or training. Cancellation of any meeting must be by mutual consent of both parties.

Agendas will be exchanged at least five (5) working days before the scheduled LMR Meetings. Agenda items will divulge enough information for a party to discern what an agenda item is about.

Designated Union Officials will be given a reasonable amount of official time to prepare for these negotiations in advance. Also to gather information they determine is necessary prior to the submission of its agenda to management before the applicable deadline. The agency spokesperson will discuss the agenda submitted with the Warden/CEO or designee before LMR Meeting.

The Agency or Union spokesperson will have binding authority to discuss and resolve any agenda or pressing issue submitted by the Union or Agency provided there is no further investigation into the matter needed as determined by the agency or Union spokesperson. Either party requesting additional time should be prepared to resolve the issue at the next meeting, unless there was a compelling reason this could not be completed. Any Agreements reached will be completed in writing and signed by the representatives of both sides.

If an agenda item concerns a particular department, the responsible Management official will be made available to the Union if a LMR issue (s) concerns their department or area of expertise unless, uncontrollable circumstances exists to prevent them from attending the LMR meeting. No more than three managers will be scheduled to attend a LMR Meeting, unless mutually agreed upon by the Agency and the Union. Once the issue affecting their area is brought up for discussion and/or settled between the LMR spokesperson and the Union spokesperson, the management official will be asked to leave and the subsequent manager (s)

will be asked to enter to address their specific issue (s), considering the statement mentioned above.

Management and the Union will make a concerted effort to informally resolve issues in the agenda per Article 31, to avoid the filing of formal grievances or complaints. If needed, suspense dates should be set to avoid tabling of an issue (e.g. 3, 5, 7, or 10 days).

Bargaining unit staff can be made aware of any agreements reached by the Union and the agency. This can be done through GroupWise or any other means determined by the Union and the Agency. The Union recommends management put out any agreement reached in LMR with the Union to their managers, preferably in its department head meetings.

The Union has the exclusive right to designate its representatives per Article 7. The Union reserves the right to designate a member to attend the LMR Meeting to make appropriate presentations regarding an issue, concerning their department or area of expertise. Management will grant official time for the representative to attend the meeting, unless there is a compelling reason why that individual cannot be present. Once the issue affecting their area is brought up for discussion and/or settled between the agency and the Union, the member will be asked to leave, and the subsequent member will be asked to enter to address their issue.

Meeting Minutes will not be verbatim. Meeting Minutes divulged from the LMR Meeting will always reflect the agenda item submitted, and how the parties responded to the particular agenda items. Meeting Minutes will be completed as each agenda item is discussed and/or resolved. If no agreement is reached on a particular agenda item, each party will be afforded an opportunity to state their respective positions, and have it placed verbatim in the Meeting Minutes (e.g. Union's position and Management's position). At the conclusion of the meeting, the Minutes will be printed up and signed off by each spokesperson. Both parties will be given a signed copy of Meeting Minutes at the conclusion of the meeting. A copy of these meeting minutes will be forwarded to the Wardens.

These ground rules are not anticipated to address every item that may arise during the LMR process. Therefore, pressing issues may be addressed after discussing the submitted agenda.

Ground rules may only be altered or modified by mutual consent of both parties. Any modifications of these ground rules will be applicable to the LMR process taking place at the time of the alterations or modifications are agreed to. All changes will be reflected in the Meeting Minutes that was affected by the changes.

The Union and Management may have up to *nine (9) representatives* present at the Meeting. Any additional representatives may be added upon mutual agreement by both parties. This would not limit Management or the Union from bringing someone in to discuss a particular issue, as long as the overall number present on either side does not exceed the *nine* person

limit. There will be no requirement of a Quorum of members for the purpose of holding such meeting.

ARTICLE 3- GOVERNING REGULATIONS

Refer to the Master Agreement.

**ARTICLE 4 – RELATIONSHIP OF THIS AGREEMENT TO BUREAU POLICIES,
REGULATIONS AND PRACTICES**

Refer to the Master Agreement.

ARTICLE 5 – RIGHTS OF THE EMPLOYER

Refer to the Master Agreement.

ARTICLE 6- RIGHTS OF THE EMPLOYEE

Section A

Prior to Management disapproving a request by an employee to speak to a Union official because of perceived abuse, the Employer will provide written notification to the employee and the Union President or his expressed designee.

Section B

If the Employer needs to meet with the employee, the meeting will be scheduled during the employee's duty hours. When the Employer schedules a meeting outside of the Employee's duty hours or the meeting exceeds the employee's non-scheduled duty hours, the employee will be compensated in accordance with applicable pay regulations for the time spent to the meeting.

Section C

In regards to local investigative interviews, employees who give an affidavit will be provided a copy, prior to leaving the interview.

Section D

In the event of a dispute over appearance and clothing of a bargaining unit employee which is subject to disciplinary action, the employee will be afforded union representation upon request.

Section E

In the interest of safety, respect and privacy concerns for all staff, warrants and/or subpoenas should serve off Federal grounds whenever possible. If not possible, the warrants and/or subpoenas should be served outside the secured perimeter of the institution in a private area.

Should a non-law enforcement process server arrive to serve papers on a bargaining unit employee, they will be informed that the service cannot be performed and instructed to leave the premises.

Section F

When circumstances allow, the Local President or designee shall be notified in advance of any situation that requires a bargaining unit employee represented by Local 408 to be removed from the work site or the institution for security or safety reasons.

If at all possible, staff will not be removed from the institution in hand cuffs, or in the presence of other staff or inmates. In instances of advanced notification, the Local President or designee is encouraged to provide input to the method of removal.

Section G

The Employer recognizes the importance of a Honor/Color Guard for the purpose of showing the professionalism, recognition, and respect for all employees employed at FCC Butner, North Carolina. The members of the Honor/ Color Guard will be afforded the appropriate uniform.

In the event that an employee dies at the work place or is killed in the line of duty, the employer will allow the members of the color guard to attend the funeral services for the fallen employee, if requested by the family. The members of the color guard will not be charged leave to attend and participate in the employee's funeral service within the local commuting area.

Section H

Employees working posts outside of the institutions and unable to be relieved to pick up their mail, may request their mail to be delivered to the work site/duty post. Sensitive information (PII) sent to the work site will be sealed in an envelope or hand delivered.

Section I

Management may solicit volunteers in order to afford all employees the opportunity to develop to their fullest potential; recognizing such actions increases employee morale and enhances career development for bargaining unit employees.

Section J

In the event of work related emergencies, when circumstances allow, the employer will notify staff of security concerns which affect the employee and orderly operations on the institution.

ARTICLE 7- RIGHTS OF THE UNION

Section A

In accordance with Article 7, Section F of the Master Agreement, Management agrees to schedule at least one Union Representative to daytime hours of work at each institution (FMC and FCI 2).

Section B

When conditions allow, the Employer will notify the Local President or designee of any situations which impede the safety, security and orderly running of the institution, which could have adverse impact on staff.

Section C

Twice yearly, the Agency agrees to provide the Union President or designee a sanitized disciplinary/adverse action log containing the infraction, proposed discipline and final decision of bargaining unit employees. This log will list bargaining/non-bargaining status, race, gender, and pay grade.

Additional information will be in the form of a data request.

Section D

The Agency will provide to the Union President or designee an advance notice of all meetings between management and bargaining unit that have an impact on working conditions and/or conditions of employment. If agendas are prepared, they will be forwarded to the Union President or his/her designee.

ARTICLE 8- UNION DUES BY PAYROLL DEDUCTION

Section A

Local President or Secretary/Treasurer will initial and indicate verification of member's anniversary date on all SF-1188 forms prior to being processed by the Human Resource department. When an employee submits an SF-1188 form, the Union's copy will be forwarded to the local's secretary/treasurer.

ARTICLE 9- NEGOTIATIONS AT THE LOCAL LEVEL

Section A

When the Parties enter into any type of negotiations, the parties will use the agreed upon negotiated ground rules for Local 408. Local 408 and the Agency have agreed upon negotiated ground rules for the following:

- Local Supplemental Agreement Negotiations
- Labor Management Relations (LMR) Meetings (Negotiations)
- Impact and Implementation (I&I) Negotiations

If the above noted ground rules are not applicable to the specific negotiations, the parties may opt to utilize the ground rules in the Master Agreement, Appendix A, by mutual agreement.

ARTICLE 10- UNION REPRESENTATION ON COMMITTEES

Section A

The Union will notify the agency of the union representative selected for participants on all said committee. Management will properly relieve all designated representatives in a timely manner to attend approved committee meetings on which the union has membership. If the relief is not possible, the Union President will be notified.

Minutes, if prepared or required, of all committee meetings in which local representation has been agreed upon, will be distributed to the Local 0408 Union President Box.

ARTICLE 11- OFFICIAL TIME

Section A

When Union officials request a specific amount of official time, the reasonable amount of time will be determined and granted by management. The reasonable hours will ordinarily be granted at one time. If all of the reasonable hours cannot be granted at one time, management will notify the requesting union official when the remainder of the hours will be available.

ARTICLE 12- USE OF OFFICIAL FACILITIES

Section A

The Employer will provide locking devices to the current bulletin boards designated to Local 408 at the FCI II and FMC.

Section B

The Employer will provide two bulletin boards at the FMC and the FCI II to the Union with the locations to be agreed upon. The Union may request to post information of Union events, with times and dates, on the electronic messaging board to the Warden Secretary for review and approval.

Section C

All areas that currently have refrigerator and microwaves for staff use shall be maintained by the Agency.

Section D

The Agency shall designate a total of four parking spaces to be utilized by Local 408. Two parking spaces will be designated at the Medical Center and two parking spaces will be designated at the FCI II. The locations of these parking spaces may be agreed upon during Labor Management Relations (LMR).

Section E

The Agency agrees to provide office space at the institution in consultation with the Union President or Designee.

The Agency agrees to provide the following equipment:

1. At least one (1) commercial telephone line into the each Union Office. An additional telephone line may be installed for internet access at the expense of and billed to the Union per Union office.
2. Computers and printers with LAN system and internet access.
3. A standard set of office furniture to include desk, table, chairs, book shelves, lockable file cabinets (minimum 2) per office.

Any additional equipment may be negotiated locally.

ARTICLE 13 – QUESTIONNAIRES

Refer to the Master Agreement.

ARTICLE 14- EMPLOYEE PERFORMANCE AND RATINGS

Section A

No performance evaluation file other than the eOPF file will be maintained on 408 bargaining unit employees.

Section C

Upon request made under the provisions of 5 USC, Chapter 7114(b)(4), the Human Resource Department will provide the Union President or his/her expressed designee a report of all approved and disapproved performance awards at FCC Butner, N.C., but no more often than semi-annually. The report will include department, race and sex for every recipient of any award.

Section D

Each bargaining unit employee will be advised as to the identity of their rating official as soon as possible after the start of the rating period, normally within 20 days. All Local 408 bargaining unit employees shall have the right to review any informal files or documents that will affect performance as outlined in Article 6 section r, upon request.

Section E

Each employee will receive full training and remedial training as requested by the employee regarding use of eOPF.

ARTICLE 15 – OUTSIDE EMPLOYMENT

Refer to the Master Agreement.

ARTICLE 16- POSITION DESCRIPTION AND REVIEW

Section A

The Union President or designee will be provided a copy of any local position descriptions at FCC Butner upon request. Also, the Local President or designee will be provided a copy of completed desk audits upon request.

ARTICLE 17 – EMPLOYEE PERSONNEL FILES

Refer to the Master Agreement.

ARTICLE 18 - HOURS OF WORK

Section A

Employees who are required to work outside their normally scheduled work hours will be paid by the employer, overtime or compensatory time. The employee will be given the choice of overtime payment or compensatory time for the hours worked.

Section B

Employees working unscheduled overtime in excess of two hours with their regularly scheduled working hours will be given the opportunity to:

1. Make a phone call to notify a family member that he/she is working overtime.
2. At the employee's expense, he or she may have a meal or snack delivered to the institution.

Section C

The overtime administrator will make a reasonable effort to verify the employee is not currently working for the agency in another position than regularly assigned (i.e. augmented/outside hospital). Regardless of the department where an employee works overtime their name will automatically drop to the bottom of the overtime sign up list once an assignment is accepted or refused.

Section D

In the event that it becomes necessary to mandate overtime, the overtime administrator prior to mandating overtime will first review the sign-up list and then seek volunteers by having the control center at each institution make an announcement that overtime is available by calling the overtime administrator.

Section E

The remarks section will contain enough information to adequately document the hire or non-hire decision. In the event of no contact with the employee, a message will be left if possible. Examples:

No Contact
Left Message
Both Numbers
Employee accept overtime
List Exempt
All Call
List Exempt-Emergency Trip-Unknown
Employee refused overtime assignment
Currently Working

Section F

In the event an Emergency Medical Trip comes up late in the shift and there is not adequate time to assign overtime using the above established procedures, the Operations Lieutenant at the institution where the emergency is may utilize the "All Call" to assign staff to an Emergency Trip for the first subsequent eight (8) hour shift utilizing the "List Exempt" procedures pursuant to section 3. Staff assigned under list exempt will rotate to the bottom of the overtime list. After the first eight (8) hour, the roster program will be utilized to following shifts (i.e. Emergency Trip departs at 3:30 PM: E/W may be filling using "List Exempt." M/W must be filled utilizing the roster program). Unless described elsewhere in this agreement, the List Exempt feature will not be utilized anywhere else to circumvent any parts of this agreement.

Section G

In the event a bargaining unit member is skipped for overtime, the bargaining unit employee will be offered and will be allowed to work an overtime shift on the day and shift of their choosing. Ordinarily, this will occur no more than 14 days after bringing the violation to management's attention. This overtime shift will not affect the employee's current position on the overtime sign up roster.

Section H

Mandatory overtime procedures will only be employed if no overtime candidates were identified from the electronic overtime roster, all call or non-bargaining unit employees. Normally, Management will assign mandatory overtime by last mandatory date. Additionally, reasonable efforts will be made not to mandatory a staff member until everyone on the list/shift has been mandated. Mandated staff will drop to the bottom of the list, skipped staff(s) will be the first used if mandatory overtime becomes necessary in the future.

Ordinarily, no employee will be required to work mandatory overtime if that employee's next continuous shift falls on that employee's scheduled day off, scheduled annual leave or pre-approved sick leave.

Section I

Sick and annual positions will first be filled by seniority of staff requesting sick and annual. If an insufficient number of staff request sick and annual positions, the remaining slots will be filled using the employees last date they were assigned to the sick and annual roster. No employee may be assigned to additional sick and annual roster in conflict with Article 18 Section G. To the greatest extent possible each sick and annual position will be assigned a shift. It is recognized that there will be circumstances when the assigned shift or days off may need to be changed. When this is necessary, volunteers will be solicited. If there are no volunteers, the staff members with the lowest seniority will have their shift reassigned in accordance with the Master Agreement.

Section J

Agency training is typically scheduled for Monday through Friday. Employees required to travel for agency sponsored training will have their work week adjusted to a Monday through Friday schedule. Any travel required on Sunday and/or Saturday will be compensated governed by all rules and regulations.

Section K

Augmentation procedures will be negotiated between both parties as necessary.

Section L

Employees requesting to modify their work schedules may forward a request to their supervisor for consideration. Denial of this request will not be for arbitrary or capricious reasons.

ARTICLE 19- ANNUAL LEAVE

Section A

Total leave year scheduling procedures at Local 408, are as follows:

1. Employees will request annual leave by selecting choices in order of preference, in each round.
2. Starting with the most senior Bureau of Prisons employee in the department, employees will select Annual Leave for the next year from all available weeks/slots. Each employee will be granted up to two weeks in each round. These weeks need not be consecutive or in the same pay period. Employees who earn four hours annual leave per paid period can select a total of two weeks; six hours per pay period may select a total of four weeks and eight hours per pay period may select a total of 5 weeks.

Seniority list for bargaining unit employees shall be kept in each department. List will be updates quarterly and provided to the Union President or Designee.

Section B

The employer and the Union agree that in the event two (2) or more bargaining unit employees in the same department have the same entry date, the following procedure will be utilized: Those employees on the seniority roster who share the same entry date appear in alphabetical order. For the first year of employment, these employees' names will not rotate. Thereafter, the employees who share the exact date will be rotated. This will occur by taking the last name in the group to the top of the group and move the others down one slot. This process will be conducted before the leave selection process begins and will be utilized throughout the year for all seniority-based selections.

Section C

Should an employee's previously approved annual leave be canceled by the employer, the employer will notify the employee in writing or the reason for the cancelation. Cancelations should not be for arbitrary or capricious reasons. The employee will be allowed to submit a request to reschedule the canceled leave for a time period determined by the employee. The subsequent leave request will not be denied for arbitrary or capricious reasons. In the event the leave request cannot be accommodated, justification will be forwarded to the employee in writing.

Section D

If notified of a personal emergency situation regarding an employee who is on duty status, supervisors will make a reasonable effort to approve appropriate leave and provide necessary relief to the employee.

Section E

When Annual Leave becomes available by virtue of employee transfers, retirements, resignations, or other causes, these leave periods will be posted as soon as management becomes aware for a period of three weeks, if possible. Interested employees will request these available leave periods by a memorandum to the appropriate supervisor and the selection will be made through seniority. Each department will maintain a roster/chart of available Annual Leave periods.

Section F

The Agency recognizes the enormous sacrifice our men and women of our Armed Services make for our country. Therefore, the Agency will make every effort to consider written requests to modify work schedules which coincide with an employee's military drills.

ARTICLE 20- SICK LEAVE

Section A

When an employee calls a supervisor to request sick leave, the supervisor shall not question the employee about their medical history or in any other manner to intimidate or harass the employee.

Section B

The Agency agrees that there will be occasions when an employee cannot contact his/her immediate supervisor to request sick leave. In this instance the following order will be adhered to:

- A. Contact the next available supervisor in the employee's chain of command
- B. In areas other than Correctional Services and Nursing, during off-hours, weekends, and holidays the employee will contact the Operations Lieutenant or Activities Lieutenant and leave a voice-mail message with their supervisor. Both parties agree it is only acceptable if it applies to a situation in which the employee has tried unsuccessfully to contact a supervisor.

ARTICLE 21 – TRAINING

Section A

The Employer and the Union agree that during Annual Refresher Training (ART), employees shall be authorized to wear business casual attire to include blue jeans (not ripped or torn). Employees may be permitted to wear business casual attire at other training as deemed appropriate by the Employer.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

Section A

On a semi-annual basis, the Agency shall provide the Union with a current copy of the Federal Employment Opportunity Recruitment Plan (FEORP) and the Affirmative Action Plan (AAP).

ARTICLE 23- UPWARD MOBILITY

Section A

When a report at the local level pertaining to the upward mobility program, a copy will be provided to the local 408 President or designee within fifteen (15) calendar days.

ARTICLE 24 – EMPLOYMENT OF RELATIVES

Refer to the Master Agreement.

ARTICLE 25 – REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION

Section A

The employer agrees that when the occasion arises where adjustments of the workforce may be necessary by either reduction in force, transfer of function, or reorganization, as required by the Master Agreement, Article 25 and applicable Federal Law, the employer agrees, when appropriate, the Union will be an active partner in any reorganizations which effect the working conditions of Local 408 bargaining unit employees.

ARTICLE 26 – RETIREMENT AND RESIGNATION

Section A

The Agency agrees the Union will be afforded the opportunity to be a part of the training committee and voice their recommendation to include early retirement, mid-retirement and end retirement seminars and training sessions.

ARTICLE 27- HEALTH AND SAFETY

Section A

An employee who is soiled by bodily fluids or bodily waste, while on duty, will be relieved from their assignment as soon as possible in order to bathe and change clothes, in a staff assigned shower, prior to resuming their duties. Employees who fall into this category will continue to be in a paid duty status and will return to their assignment in a reasonable amount of time.

Section B

Management agrees that appropriate personal protective equipment and decontamination facilities will be made available to employees. In the event an employee's clothes become soiled, adequate additional clothing will be maintained in a designated area. Additionally, an operational lavatory/bathroom wash cloth, towel and soap will be made available.

Section C

The Agency will provide the Union a copy of water test reports conducted at FCC Butner in a timely manner.

Section D

All bargaining unit staff's anti-regurgitation masks will be replaced as used and at the manufacturer's recommendations.

Section E

At no time will an inmate use a staff restroom. An inmate will only enter a staff restroom for cleaning/janitorial purposes and will be under supervision of staff in accordance with established policies.

Section F

All staff restrooms will be equipped with a locking device.

Section G

The parties agree that any time it is deemed necessary to place an inmate on medical isolation, the room will normally have a food slot on the cell door.

Section H

The Agency agrees to inform the bargaining unit employee when it has been determined that he or she has been exposed to a communicable or infectious disease. All costs and expenses required for medical care will be handled in accordance with all applicable laws, rules and regulations.

ARTICLE 28 – UNIFORM CLOTHING

Section A

Upon request of bargaining unit employees, when assigned to a post where you are exposed to inclement weather, the Agency shall provide the following foul weather gear/and or clothing:

- Rain coat with hood; rain pants; and rain foot protective gear
- Winter coat with hood and gloves

Any additional requests for foul weather gear/and or clothing may be submitted to the appropriate Department Head for consideration.

Section B

The Employer will maintain a sufficient supply of radio cases or clips and OC spray pouches available for staff use.

Section C

Staff who believe their job site should be designated as a “foot hazard” area, may forward their request to the health and Safety Committee for review.

Section D

Smocks will be made available to staff for areas that require inmate satellite feeding.

Section E

All bargaining unit employees who work in a foot hazard area in accordance with the Master Agreement and Local Supplemental Supplements, will be allotted two (2) pair of safety shoes and /or boots not to exceed \$300.00 for the initial issuance and one (1) pair every nine (9) months thereafter.

The parties agree to review the amount allotted for safety shoes and/or boots on a bi-annual basis.

Section F

When a non-uniformed employee is assigned to an area normally assigned to an uniformed position, the reassigned employee will be entitled to dress in business casual attire.

Section G

If an employee has a foot related issue and requires a reasonable accommodation, they can submit a reasonable accommodation request to their supervisor.

ARTICLE 29 – WORK SITE CONDITIONS

Section A

The Agency agrees that in the event of an emergency situation and/or major inclement weather of twelve straight hours or more staff will be allowed the use of a designated rest area (Training Center). In the above noted circumstance, employee will be given access to food and to make necessary telephone calls at the institution.

Section B

In accordance with PS 5538.06, institutions using escort staff with OUT or COMMUNITY custody inmates make prior arrangements to address the security and supervision of inmates, if it is necessary for staff to use the restroom.

Section C

The Employer agrees to maintain the current staff lounges. Should there be any changes to the current staff lounge which affect working conditions, the Union will be afforded the opportunity to negotiate in accordance with the Master Agreement.

Section D

The Employer agrees to provide a push cart for compound officers use while transporting mail, property, hot trash, etc. This would not preclude compound officers from using EZ Go vehicle if property trained and they hit out keys.

ARTICLE 30 – DISCIPLINARY AND ADVERSE ACTIONS

Section A

When an employee is the subject of an investigation, upon request of the employee they will be notified in writing by the Agency to the status of the investigation and no more frequently than every 30 days.

Section B

The employee is entitled to receive any information that is relied on to support the reason for a proposed disciplinary or adverse action. This will include any information that was provided from an outside agency to the Bureau of Prisons, i.e. OIG, FBI, etc.

Section C

When it becomes necessary to remove an employee from their work assignment for disciplinary or investigative purposes, management will make every effort to keep the employee assigned to their regular shift and days off.

ARTICLE 31 – GRIEVANCE PROCEDURES

Section A

When filing a grievance with any CEO at FCC Butner, the Union will transmit said grievance formally and/or electronically to the appropriate Warden's GroupWise mailbox, reply requested with a cc to BUT/Human Resources. Receipt will be assumed if no reply is received within three (3) business days.

ARTICLE 32 – ARBITRATION

Section A

When invoking an arbitration, the Union will notify the appropriate CEO at FCC Butner, electronically to the appropriate Warden's GroupWise mailbox, reply requested with a cc to BUT/Human Resources. Receipt will be assumed if no reply is received within three (3) business days.

ARTICLE 33 – MERIT PROMOTION

Refer to the Master Agreement and Program Statement 3000.03.

ARTICLE 34 – EMPLOYEE ASSISTANCE PROGRAM

Refer to the Master Agreement

ARTICLE 35 – PRIORITY PLACEMENT PROGRAM

Section A

The Agency shall provide upon request a current list to the Union President or expressed designee of all bargaining unit employees covered under Local 408 that have been placed in the Priority Placement Program at FCC Butner.

ARTICLE 36 – HUMAN RESOURCE MANAGEMENT

Section A

The Agency shall deliver all Union-related, time sensitive material to the Local President or designee via BUH/Union Press GroupWise mail box. The Union shall deliver all agency-related, time sensitive material to the appropriate Warden's GroupWise mailbox, reply requested with a cc to BUT/Human Resources. Receipt will be assumed if no reply is received within three (3) business days.

ARTICLE 37 – SEXUAL HARASSMENT

Refer to Master Agreement

ARTICLE 38 – QUALIFIED HANDICAPPED EMPLOYEES

Refer to Master Agreement

ARTICLE 39 – FURLOUGHS

Refer to Master Agreement

ARTICLE 40 – ASBESTOS

Section A

A list of all areas that have been determined to have asbestos will be given to the Local President.

Section B

The Union President or expressed designee of Local 408 will be advised of all projects conducted in areas of asbestos. The agency agrees to conduct all required regulatory testing prior to starting any project.

ARTICLE 41 – PUBLICATION AND DISTRIBUTION OF THIS AGREEMENT

Section A

The Local Supplement Agreement will be printed and distributed in accordance with Article 41.

Section B

This Local Supplemental Agreement will be published and distributed to Local 408 bargaining Unit members as soon as possible upon the completion of the ratification process by Union and Agency head reviewers. The Agency will post an electronic copy of this Local Supplemental Agreement to an agreed upon location of the FCC Butner SallyPort web page.

Section C

This Agreement will be published and distributed as soon as possible, but within one hundred and twenty (120) days of the completion of the ratification process and Agency head review.

Section D

Should any revision of the Local Supplemental Agreement be necessary all expenses relating to this agreement will be borne by the Agency.

Section E

The Agency shall provide within the said timeframe the Local President fifty (50) additional copies of this Local Supplemental Agreement and/or fifty (50) copies of the revised agreement.

ARTICLE 42 – EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

Section A

The Local Supplemental Agreement shall take effect upon completion of the ratification process by the Union and Agency reviews.

Section B

Amendments to this Local Supplemental Agreement may be negotiated at any time by mutual agreement of the parties.

APPENDIX A

Executed this 13th day of December 2016

For the Council of Prison,
Local 408:

For the Federal Correctional Complex
Butner, North Carolina

Melvin McLawhorn II

Mark J. Bolster

Shellie Anderson

Kenneth McKoy

Larry Nelson

Phillip Clark

Glenda Mills

Andrea Harris

Delshon Harding

Justin F. Andrews
Warden
Federal Correctional Institution II

Anthony Little
President
Local 408

J. C. Holland
Warden
Federal Medical Center