

USMCFP SPRINGFIELD



LOCAL SUPPLEMENT TO THE MASTER AGREEMENT

2015

PREAMBLE

This supplemental is entered into by the US Medical Center for Federal Prisoners, Springfield, Missouri, herein after referred to as "Employer" and the American Federation of Government Employee's/Council of Prison Locals, Local 1612, Springfield, Missouri, herein after referred to as the "Union."

In accordance with the provisions of the Master Agreement between the US Medical Center for Federal Prisoners and the American Federation of Government Employee's Local 1612, this agreement shall be a supplement to the said Master Agreement.

ARTICLE 1 RECOGNITION

The agency recognizes Local 1612 as the representative for all bargaining unit employees at the US Medical Center for Federal Prisoners in Springfield, Missouri (USMCFP). Local 1612 is the recognized voice of all bargaining unit employees at USMCFP. As such Local 1612 is authorized to act on the behalf of all bargaining unit employees and is entitled to negotiate agreements, policies, procedures, and appropriate arrangements that pertain to any employees of the bargaining unit.

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

The Agency shall provide a list of all bargaining unit employees assigned to USMCFP to the Union upon request within ten (10) working days.

ARTICLE 2 JOINT LABOR MANAGEMENT RELATIONS MEETINGS

The purpose of a "Labor Management Relations Meeting" (LMR) will be to discuss issues and concerns as well as perceptions and seek out resolutions to personnel issues, policies, and practices affecting working conditions and employee morale at the facility.

The Union and Employer will exchange agenda items in writing not less than fourteen (14) calendar days prior to the meeting. In order to allow both parties to adequately prepare for these meetings, the agenda items will include specific details of issues to be discussed although the exchanged agenda items are not considered inclusive, it is understood new proposals introduced at the monthly

meeting may result in that item being tabled. Meetings may only be canceled by the consent of both parties.

Upon mutual agreement, an unscheduled LMR meeting may be called when an issue arises that must be resolved prior to a scheduled LMR meeting. This will normally occur within three (3) business days.

Chairpersons for the Union and the Employer in attendance at the LMR meeting must be empowered to make binding agreements and decisions concerning any topic raised during labor management meetings. In the event that a specific issue cannot be immediately resolved a suspense date of not more than fourteen (14) calendar days will be set to dispense of the issue. If the issue is not resolved within the fourteen (14) calendar days, the parties may pursue other means to resolve the issue. The Employer will prepare minutes to the items discussed, agreements reached and/or suspense dates set for follow up action. Ordinarily, a final formalized copy of the minutes will be reviewed and signed by both Chairpersons within seven (7) working days. The Union reserves the right to submit any objections, to the minutes of the LMR, in writing and have them attached to the official minutes.

LMR meetings will commence on the last Tuesday of the month at a mutually agreed upon time and place. LMR will continue until all agenda items are addressed with action taken. If LMR is not completed on the scheduled day, the meeting will continue on a mutually agreeable day, not to exceed five (5) working days. Suspense dates will be determined at the meeting and will not exceed (14) calendar days.

When mutually agreed upon, sidebar issues may be discussed for informational purposes in the interest of Partnership. It is further recognized that such discussions on these informational issues are non-binding due to the need to be studied further.

The Union will determine the number of Union representatives needed for any LMR meeting, up to six (6), or the same number of representatives as the Agency, whichever is greater.

The Union and Employer agree to conduct all labor management functions in the spirit of partnership for the life of this contract.

ARTICLE 6 RIGHTS OF THE EMPLOYEE

Upon notification of a local authority process servers' presence and intent to serve papers, the affected staff member has the option to be afforded an area away from staff and inmate view to be served. Civilian, non-law enforcement process servers may be turned away at the discretion of the staff member.

In accordance with Article 6, Section g of the Master Agreement, the Employer agrees to alert all employees to their representation rights by posting such rights on the bulletin board in the assembly room. The Union may alert new employees to these rights during Introduction to Correctional Techniques Phase 1 training.

The Employer will maintain current electrical outlets for personally owned diesel vehicles during the winter.

Employees will be allowed to submit a memo to their Department Head expressing their interest in any temporary job or assignments for which they are qualified. This is not to interfere with management's right to assign but to allow employees a chance to show their interest in improving their job skills.

ARTICLE 7 RIGHTS OF THE UNION

In the absence of the Union President, the President will designate his representative vesting them with binding authority.

Stewards and appointed representatives of the Union shall be vested with sufficient authority to resolve disputes at the informal step. Final decisions of any formal resolution shall be the responsibility of the Local Union President or designee.

The Union will be given an opportunity to be placed on the recall agenda to address staff at general staff recalls. Both parties agree that these Union presentations may not involve such internal union business as recruiting or signing up new members.

The Union will be afforded up to a 30 minute time slot in both Annual Refresher Training and Institution Familiarization to address the employees at USMCFP. This time will be utilized to advise employee's as to their rights under the Master Agreement, Local Supplement and 5 U.S.C., as well as any other relative information. The Local agrees that this class is not to be utilized as a recruitment class. New employees will be free to make an informed decision about

labor/management relations which are not to be biased by statements made by instructors.

The Employer will provide each new employee with a copy of the Local Supplemental Agreement.

Ordinarily, Management will notify the Union President or their designee of all meetings that have participating bargaining unit staff, telephonically and via the Local Area Network. These notifications will be as far in advance of the meetings as practical.

ARTICLE 8-11 Refer to Master Agreement

ARTICLE 12 USE OF OFFICIAL FACILITIES

The Employer will provide and install a secure locking bulletin board for the exclusive use of the Union in the assembly room, 1-1 south (near the key line), and across from the facilities managers office complex.

The Employer will provide the Union President or his designee with a parking space with reasonably equivalent distance to the front entrance as the executive staff reserved parking spaces. Parking signs provided by the Employer will denote the space as A.F.G.E. Local President.

At a minimum the employer will equip the Union office with the following from existing inventory:

1. One (1) commercial telephone line in the Union Office.
2. One (1) BOPnet LAN based computer system, with laser printer and fax.
3. A standard set of office furniture to include desk, table, chairs, book shelves, (2) lockable file cabinets.
4. Scanner.
5. Climate controlled system

The employer will make a projector/screen available if requested.

The staff development center or the old training building may be available for the Union meetings. Union meetings may be held at either training building at the request of the Local if it is not otherwise scheduled for other activities. In the event it has been previously scheduled for use, attempts will be made to mutually agree to a suitable alternative.

The Employer agrees to furnish adequate parking area for all employees.

ARTICLE 13-17 Refer to Master Agreement

ARTICLE 18 HOURS OF WORK

Voluntary overtime worked for two (2) hours or more will count as credit for a "mandatory" overtime assignment. Once a staff member volunteers and works an overtime assignment, that is two (2) hours or longer, the staff will be moved to the bottom of the mandatory overtime list. Staff working less than two (2) hours will not be given "mandatory credit" unless they are directly/officially ordered to work mandatory, overtime by a supervisor.

Nursing will not be required to rotate through all three (3) primary shifts during a four (4) year period.

When a post becomes available for the remainder of a quarter, management will fill the post for the remainder of the quarter with consideration to the seniority of qualified sick and annual staff.

Nine (9) weeks prior to the beginning of the quarter, the nursing and dialysis rosters will be submitted to the Warden's Office with any/all changes highlighted.

The Nursing quarterly roster will run for 14 weeks beginning January 25, 2015.

In departments other than custody, when the Union becomes aware of a roster problem in a department that involves bargaining unit employees, Union and Management will discuss the need for a roster correction in accordance to the Master Agreement. This is not intended to interfere with Article 18 of the Master Agreement.

The Correctional Shift Request Form will be used for all Correctional Shift Requests, see Appendix B.

When roster errors occur, they may be corrected by mutual consent of the Local and the Employer.

ARTICLE 19 ANNUAL LEAVE

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.

The total-leave year schedule will be posted at least three weeks (21 days) prior to Pay Period 1.

The following procedures will govern posting and assigning of vacated leave for Correctional Services and Nursing departments: All vacated and/or open leave periods will be updated and posted during the first five (5) days of each month which allows staff to bid on throughout the year. The vacated leave will remain posted a minimum of twenty-one (21) days to give staff ample time to view the open leave periods before the deadline of submitting their bids. Vacated leave will be considered on a seniority basis. In order to properly post vacated leave for bid, staff are strongly encouraged to request cancellation thirty (30) days in advance. The name of staff member(s) awarded available annual leave will be posted with in forty-eight (48) hours.

Approved request for cancellation of annual leave by an employee with less than 21 days prior notice may result in the employee being placed on sick and annual assignments for the period of the leave period, unless the employee can be reasonably used in his/her regular post.

In the Correctional Services department, if an annual leave slip is not filled out, the committee will treat it as if the employee has no preference.

When the total-leave year schedule is released for bidding, it will be accompanied by an updated seniority roster.

ARTICLE 20 Refer to Master Agreement

ARTICLE 21 TRAINING

The Employer and the Union agree that during annual refresher training, employees are authorized to wear appropriate casual attire, to include blue jeans.

ARTICLE 22-26 Refer to Master Agreement

ARTICLE 27 HEALTH AND SAFETY

Inmate urinalysis testing will not be conducted in any staff restroom.

ARTICLE 28 UNIFORM CLOTHING

All bargaining unit employees who work in a designated foot hazard area will be given up to a \$150 boot reimbursement every 9 months. This allowance will be reviewed annually by Management and Union to ensure adequacy.

If an employee has a foot related issue that prevents them from wearing or purchasing standard boots, the employer and the Union will discuss costs and adjustments (if needed) will be made on a case by case basis.

In accordance with Article 28 Section A, the Employer will purchase and make available the following foul weather gear:

1. Wind breakers with lining
2. Winter coats/insulated coveralls
3. Winter gloves
4. Rain coats

Clean bulletproof vest covers will be available upon request for staff required to utilize protective gear. Protective equipment will be cleaned quarterly or as needed.

ARTICLE 29-40 Refer to Master Agreement

ARTICLE 41 PUBLICATION AND DISTRIBUTION OF AGREEMENT

The Local Supplemental Agreement will be printed and distributed in accordance with Article 41, in the same printed format as the Master Agreement.

The Employer agrees to have sufficient copies of this Supplement Agreement printed in book form and a copy furnished to each employee within six weeks of the signing of this agreement.

Additional copies of the supplement will be furnished to the Local President upon request.

ARTICLE 42 EFFECTIVE DATE OF AGREEMENT

Once an agreement has been reached on the Local Supplement, this supplement's duration will coincide with the duration of the current Master Agreement.

APPENDIX A

GROUND RULES FOR LOCAL NEGOTIATIONS

1. Negotiations will take place at a site, date and time to be mutually agreed upon. During negotiations signs stating "DO NOT DISTURB, NEGOTIATIONS IN PROCESS" will be posted. Disruptions outside of an institutional or personal emergency situation will be grounds for either party to officially request relocation of negotiations to an alternate site that must be mutually agreed upon. If the negotiation site and/or the need for relocation are in dispute, either party may request intervention either through mediation through the Federal mediation & Conciliation Service or an Unfair Labor Practice through the Federal Labor Relations Authority. If unable to agree upon a site, negotiations will be suspended until a site is agreed upon or a ruling is received.
2. Negotiations will be conducted on mutually agreed days and times on a Monday through Friday routine, excluding Federal holidays, from 7:30 am to 4:00 pm, unless otherwise agreed upon by the Chairpersons of both sides. Proposals will be exchanged no less than fourteen (14) calendar days prior to commencement of negotiations.
3. Understanding the complexities of the workplace, negotiations can be recessed by mutual consent. The time and place of future negotiations will be mutually agreed upon.
4. Negotiations will be conducted during the regular day shift hours (typically 7:30 am - 4:00 pm); the first thirty (30) minutes will be preparation time. There will be a daily allotment of thirty (30) minutes for lunch breaks. Recess may be called by mutual consent and shall not exceed thirty (30) minutes.
5. Members of the Union negotiating team will be assigned to day shift hours on days of actual negotiation unless mutually agreed upon by both parties.
6. Union negotiators will be on official time during the actual negotiations.
7. Shift changes and up to eighty (80) hours of official time per Union official will be granted to the Union to prepare for negotiations. Additional official time may be requested in accordance with the Master Agreement.
8. Management will notify the Union at least fourteen (14) calendar days prior to the beginning of negotiations of the number of negotiators assigned to the Management team. The Union will be entitled to a minimum of five (5) negotiators on official time or the number of Management negotiators, whichever is greater.
9. Negotiators may be replaced by alternates who will have the same rights to speak for and bind their principals as the members they replace. The chief negotiators will give advance notice of a substitution so as to allow for appropriate reliefs, if possible. Each team will be allowed observers per session as mutually agreed. Union observers will be on official time for training purposes. The Union must have at least five (5) members to constitute a quorum for negotiations.

10. The chief negotiators may designate any members of their teams to make appropriate presentations.
11. Articles for negotiation will be considered in numerical order. Exceptions to this order of consideration may be made by mutual agreement. Either party may move to table an article, or any part of an article, but the tabling of an article will only be done by the mutual consent of the parties. Any article or part of an article that is tabled will be brought from the table prior to the conclusion of the negotiations. Either party may move to bring an article, or part of an article, from the table; however, the bringing of an article or part of an article will only be done by mutual consent while other articles are still pending, in numerical order. When all articles have been initially addressed, and the parties cannot agree as to bringing which tabled articles from the table, tabled articles will again be addressed in numerical order.
12. All proposals and counter proposals will be made in writing by both parties. There will be no negotiations via telephone, fax, or email. Any formal discussion and/or counter-proposal will take place at the negotiation table.
13. Either party may call a caucus. The party calling the caucus will leave the negotiating room and will meet in another prearranged room. The Union caucus area will be equipped with the following: computer with printer, scanner, copier and internet capabilities, table and chairs. Caucus may be called by either party and shall not exceed thirty (30) minutes unless mutually agreed to by both parties. The remaining party is not required to stay at the table.
14. The parties will supply copies of needed laws, rules, regulations, or policies relevant to the negotiations.
15. Either party may request the services of the Federal Mediation and Conciliation Service or Federal Service Impasse Panel. If a current negotiation impasse is before FMCS or FSIP awaiting a decision, the parties will move to the next item pending negotiations unless both parties mutually agree otherwise.
16. Articles approved by both parties will be "initialed off" by the Chairperson of each team once an agreement is reached on the Article or sub-point, thereby certifying the proposed language. This shall not preclude the parties from reconsidering or revising the agreed upon items, if it is agreeable to both parties.
17. No official transcript will be taken; however, either party may take their own notes, which will not be official in nature.
18. Appropriate casual attire may be worn during negotiations.
19. The Union negotiating team has the authority to speak for the local membership.
20. By mutual agreement, any provisions of the ground rules may be altered or modified at any time.

CORRECTIONAL SERVICES SHIFT REQUEST

RETURN TO: Administrative Lieutenant

OFFICER'S NAME: _____ E.O.D. _____
(Print Name, legible)

I am requesting to be considered for the following shift, days off, job assignment or any combination thereof for the Quarter beginning-----.

- | | |
|---------|----------|
| 1 _____ | 7 _____ |
| 2 _____ | 8 _____ |
| 3 _____ | 9 _____ |
| 4 _____ | 10 _____ |
| 5 _____ | 11 _____ |
| 6 _____ | 12 _____ |

CHECK THIS BOX IF YOU HAVE ADDITIONAL REQUESTS ON THE BACK OF THIS PAGE OR ATTACH ANOTHER PAGE. So it may be reviewed by the roster committee.

I am requesting the above based on the following reasons:

If attending college, please attach your schedule.

If none of the aforementioned requests can be granted, please be specific regarding the rationale for your request. For example, if a certain day(s) off or shift is your primary concern, it should be noted as such.

I am aware that the Roster Committee shall consider preference requests in order of seniority and make a reasonable effort to grant such requests. Reasonable effort means that such requests will not be arbitrarily denied. It should also be noted that it is management's right to assign work and to determine the qualifications needed to perform certain assignments.

Signature of Officer _____

Seniority Number _____

Request Granted Yes/ No

Request not granted for the following reason: _____

SHIFT REQUEST FORMS MUST BE RECEIVED BY THE ADMINISTRATIVE OFFICE BY-----.

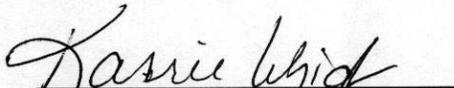
Appendix C

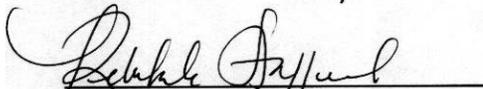
The Agency and Union agree to provide the Union an initial 160 hours of official time to research Memos of Understanding and will meet again within four (4) months of the signing of this agreement to finalize all outstanding Memos of Understanding between the parties. Additional hours will be available if necessary. The Agency will issue a memorandum to the department heads, soliciting any Memos of Understanding that might be filed in the departments and then copies forwarded to the Union. At the follow up meeting between the parties, all older Memos of Understanding will be re-signed or re-negotiated. All others will be considered null and void.

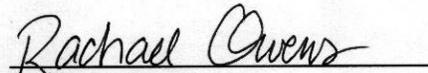
Executed this 12th day of May 2015

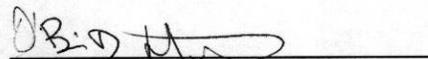
For Local AFGE 1612


Larry Caudle


Karrie Wright

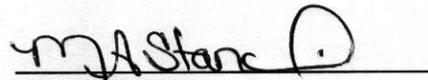

Rebekah Stafford


Rachael Owens

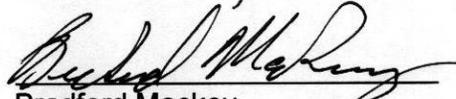

O'Brian Mitchell


Wayne Dimirsky

For Management USMCFP Springfield


M. A. Stancil


Kristie Bartlett


Bradford Mackey


Gregory Floyd


John L. Jury