

PREAMBLE

This Supplemental Agreement is made and entered into between the Federal Medical Center, Carswell, located at Ft. Worth, Texas, hereinafter referred to as the "Employer" and the American Federation of Government Employees, Local Union No. 1006, hereinafter referred to as the "Local". It shall be recognized as a supplemental part of the agreement between the United States Federal Prison System and the American Federation of Government Employees (Council of Prison Locals) which will be referred to hereinafter as the "Master Agreement". This instrument, together with any future negotiated additions, deletions, or changes, will constitute a supplemental agreement between the Employer and the Local and is made under the authorization of the Master Agreement.

Article 1 Recognition

Section A. The employer acknowledges that the elected officers and designated representatives of local 1006 are the representatives of the collective bargaining unit at FMC Carswell, and as such will represent the interest of the bargaining unit in all matters pertaining to working conditions and conditions of employment. Representatives of Local 1006 will have the right to meet and discuss any matter of concern with any agency official.

Section B. The local president will be provided a listing of employees with their bargaining status and a listing of the numbers and types of positions (annual contracts) "contracted out" by FMC Carswell, upon request and not more than once every six months during the life of this agreement.

ARTICLE 2-JOINT LABOR MANAGEMENT RELATIONS MEETINGS

Section A - The labor management relations meeting will be held the 3rd Tuesday of the month and will commence at 8:00 A.M. Each party will designate a chairperson and members for their party that will normally be on the committee. Normally each team will be comprised of at least two but no more than four members. The union and agency will be allowed additional staff members to observe for training purposes (no more than one on official time).

Cancellation of LMR meetings will occur when no agenda items are submitted by either party and/or by mutual consent of both parties:

- . The time and/or date of the labor management relations meeting may be changed by mutual consent of both parties.
- . Either party may call an emergency LMR meeting by contacting the chairperson of the other party with the topic to be discussed.
- . LMR meetings will adjourn upon the completion of the topics presented or a mutual decision to stop discussion, with the option to reconvene at a later date.

- No issue will be closed to discussion unless it is resolved, mutually agreed to table, or the issued is withdrawn by the party who submitted it.

Agendas for the meeting will be exchanged 24 working hours before the meeting.

If either party wishes to discuss a matter which was not in the pre-meeting agenda they must offer the topic under New Business. Both parties must agree to take up the issue or it will be tabled until the next LMR meeting.

Within 7 days of the completion of the LMR meeting, the minutes will be presented to the Chair of both parties for review and/or approval. Should either party disagree with the minutes they shall state their concerns in writing and attach these concerns to the minutes. The attached list of concerns will then become a part of the official LMR minutes. .

Article 4 - Relationship of this Agreement to Bureau of Prisons, Regulations and Practices

Section A - Except in an emergency situation, notification for any proposed change in conditions of employment affecting bargaining unit employees will be made in writing to the Present of the Local 1006 or his/her designee. LAN notification will be considered written notification. Local 1006 will expeditiously, and no later than the time required by 5 USC 7117 and the Master Agreement, respond to present it's views and recommendations regarding the changes after notification or invoke their intent to negotiate.

Article 6 - Rights of the Employee

Section A - Employees and their Union Representatives will be given adequate time to review, in privacy, the Subject's affidavit.

Section B - When the employer is advised of a warrant, subpoena, or other legal Instruments to be served on an employee, the service of such document will occur in the SIS Office at the front entrance building. The employer will make every attempt to protect the privacy of the individual concerned.

Section C - Staff members requesting to register vehicles for entrance to the base will be granted a reasonable amount of time, mutually acceptable to the staff member and their supervisor, to obtain base vehicle decals.

Article 7 - Rights of the Union

Section A - The Union Local 1006 will be provided a thirty minute block of time to address new staff members during Institutional Familiarization .

Section B - The employer recognizes it's duty to annually inform employees of their rights under Section 7114 of 5 USC. Specifically, the employer will post a notice in the employee's lounge, the bulletin board adjacent to the Pharmacy, the Personnel Bulletin Board and the Institution's Newsletter regarding Weingarten Rights.

Section C - The local president of 1006 may request a meeting for Bargaining Unit Members of a particular department to address specific agenda items of concern to the department. If the Department Head agrees with the request, the Department Head or designee will co-chair the meeting with the designated Union Representative. If the Department Head does not agree with the necessity to hold the meeting, the President of Local 1006 will be informed in writing stating the reason . Bargaining Unit employees will be relieved to attend this meeting, work load permitting.

Article 10 -Union Representation of Committees

Section A.. Roll Calls will be used by the Employer as a means of alerting oncoming employees to unusual or dangerous situations of which the employees should be made aware. Roll Calls will also be used as a vehicle to pass information relative to Correctional Staff performing daily duties. Whenever, a discussion regarding Changes in Working Conditions is to take place, the Union President of Local 1006 will be notified in accordance with Article 4 of this agreement.

Article 12 - Use of Official Facilities

Section A - The employer agrees to provide the use of the office space currently assigned to the Union for conducting official Union business. The employer will supply the office with a computer with LAN capabilities. This computer may be used for official notification.

Section B - The Employer agrees to provide Local 1006 exclusive use of the former Construction Project Management Office located on Knights Lake Road. The Employer will furnish basic utilities (i.e. electrical and water) to this facility. The employer will furnish this facility with a refrigerator and other accommodations will be negotiated after a list of items becomes available. Local 1006 recognizes that the employer may use this facility in case of an institution emergency requiring the establishment of a second Command Center. The Employer agrees to provide the Local President with five keys to this facility. Local 1006 will maintain the sanitary condition of this property and will retain it's use of this property for the life of this contract.

Article 18 - Hours of Work

Section A - The employer recognizes the right of Local 1006 to negotiate flexible and compressed work schedules for members of the bargaining unit.

1. The employer and Local 1006 agree to meet and formulate a nursing roster which includes twelve hour shifts. This proposed roster must be submitted for review in accordance with Article 18, Section B of the Master Agreement.
2. Staff whose status does not require a relief and other employees will be offered the opportunity to propose flexible or compressed work schedules provided there is no adverse effect on the mission of FMC Carswell.
3. The employer and the local agree to review any compressed or flexible work schedules one year after it's implementation and renegotiate if a negative impact on the delivery of services, cost effectiveness, or security of the institution is demonstrated.

Section B - When it becomes necessary for management to exercise it's right under Art. 18, Section Q, the following procedures will be implemented:

The least senior qualified employee, currently on duty, will be contacted by the shift supervisor, and providing there are no extenuating circumstances, be ordered to work the specified shift. A mandatory overtime listing shall be maintained by the department concerned, and will be reviewed to determine if the staff member had previously been ordered to work overtime. No qualified staff will be ordered to work overtime, if they have credit for working it in the past and other qualified eligible employees on duty have not.

Article 19 - Annual Leave

Section A - Annual Leave will be scheduled in accordance with the seniority requirements of Article 19, Section E of the Master Agreement. Each employee may select up to two consecutive weeks, not necessarily in the same pay period, during the first round. After all employees have selected leave in the first round, the process will be repeated for the subsequent rounds.

Section B - Whenever an employee is transferred from one leave roster to another as a result of management initiated action, consideration will be given to not canceling the scheduled leave.

Section C - The Department leave schedules, for the upcoming leave year, will be completed by December 15th. All Annual Leave Committees will consist of up to two Management Officials and up to two Union Representatives. Once an agreement is reached on the completed leave schedule, a copy will be given to the Union Representative. Supervisors will maintain the employee's original sign up sheet for a one year period. The Employer recognizes it's obligation to support those individuals participating in the Reserves or National Guards and will work with those employees to facilitate their attendance at drills and Active Duty for Training in accordance with all applicable laws and regulations.

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, Local 1006 will be an active partner in the process. The Local 1006 will be allowed access to information concerning local actions, an active voice in it's impact and implementation, and membership in any workgroups concerning such matters.

Article 27 - Health & Safety

Section A - The employer recognizes that if at the time a potential blood and/or body fluid exposure occurs, appropriate follow up evaluation as outlined in P.S. 6190.02, Infectious Disease Management, and Master Agreement, Section 27 will be followed.

Section B - Management agrees that appropriate personal protective equipment and decontamination facilities will be made available to staff. This facility will be available 24 hours a day, seven days a week and will be stocked with an adequate number of clean scrubs, socks, towels, and scuffs. Additionally, an eye wash station, and disinfectant soap will be available.

Article 28 - Uniform and Clothing

Section A - Staff will be allotted up to \$75.00 per pair for steel-toed shoes and \$100.00 for those employees required to wear electrical hazard safety toed footwear.

Section B - The employer agrees to maintain 30 heavy coats and 30 rain suits in the Control Center which may be "chitted" out by staff who are required to work on outside posts.

Section C - Medical Staff who demonstrate a need for laboratory coats will be provided one which will be cleaned at the Employer's expense.

Section D - 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.



Approvals or denials will be made in writing.

Section E - Correctional Staff assigned to the following posts will be authorized to wear the work uniform:

1. Outside Patrol
2. Rear Gate
3. Compound
4. Tool Room
5. Lock Shop
6. Construction Posts
7. Sick and Annual Relief (when assigned to one of the above mentioned posts).

Section F - Staff who prepare, handle or serve food to inmates will be provided with disposable paper hats, hair nets, and disposable gloves. Staff who are required to perform outside duties will be issued a baseball style cap once per year.

Section G - Nursing uniforms which are consistent with the standards for the profession and protect the modesty of the employee are endorsed in this agreement.

Article 29 - Work Site Conditions

Section A - The employer and the union agree to meet and establish procedures on how restroom reliefs for those employees working off premises or escort posts will be accomplished.

Section B - The employer will maintain a staff lounge with restrooms, telephone with outside line, tables, chairs, bulletin board, TV and refrigerator.

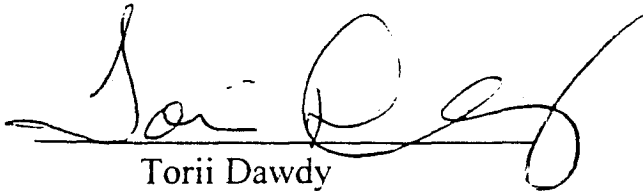
Article 33 - Merit Promotion

Section A - Employees may request to review their reference check form for a bargaining unit position after the closure of a promotion file or the selection has been made.

Article 41 - Publication and Distribution of this Publication

Section A - All bargaining unit employees will be given a copy of this supplementary agreement. All new hires shall be given a copy of this agreement during Institution Familiarization . An additional one hundred copies will be given to the Local President.

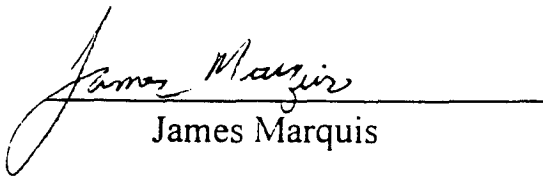
Section B - This Agreement will be published and distributed as soon as possible, but within one hundred and twenty (120) days of the completion of the ratification process and Agency head review.



Torii Dawdy
Spokesman




Bill Blyth



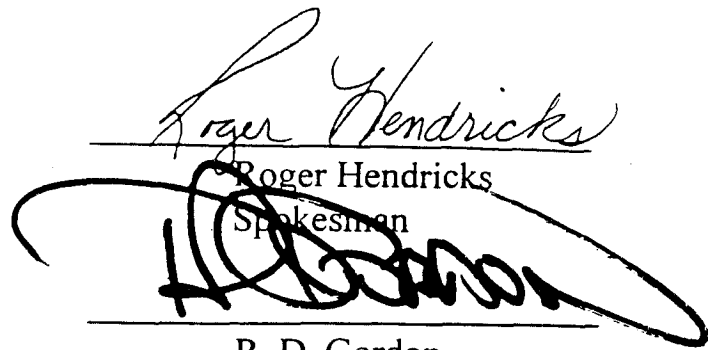
James Marquis



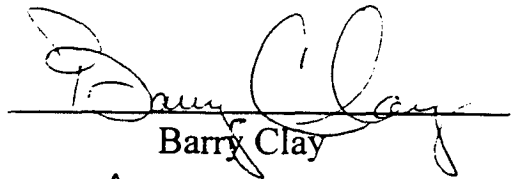
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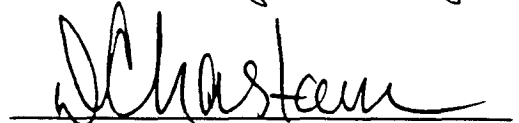
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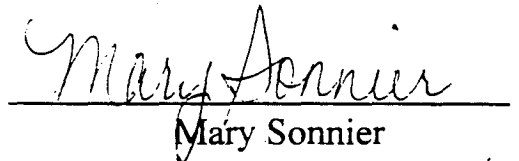
Roger Hendricks
Spokesman



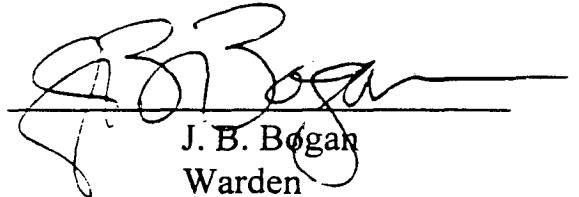
Barry Clay



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Mary Sonnier



J. B. Bogan
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Dated: June 14, 1999