

**Supplemental  
Agreement  
Between  
AFGE Local 2001  
and  
FCI Fort Dix**

**October 2002**

## **PREAMBLE**

This agreement is made and entered into by and between the Federal Correctional Institution, Fort Dix, New Jersey, hereinafter referred to as the “Employer,” and the American Federation of Government Employees, Council of Prison Locals, Local 2001, hereinafter referred to as the “Union.”

This agreement and any memoranda of understanding by both parties as may be agreed upon hereunder from time to time, together constitute a collective agreement between the Employer and the Union.

## **ARTICLE 1 - RECOGNITION**

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

Section a. The Labor Management Relations Meetings will be held on the second Thursday of each month at 2:00pm. The date and start time can only be changed upon mutual consent of both parties. Cancellation of any meeting must also be by mutual consent of both parties.

The Union's LMR committee will consist of a minimum of two (2) members and maximum of five (5), or an equal amount of the Employer's members, whichever is greater. Either party may have up to an additional three (3) staff members to observe for training purposes.

Agendas for the meetings will be exchanged at least three (3) working days prior to the meetings.

The chair for both parties within seven (7) working days will review the minutes, make corrections if necessary, and sign the minutes. If either party disagrees as to the accuracy of the minutes, all of the committee members will reconvene within three (3) working days to confirm the events of the meeting.

No issue may be closed unless mutually agreed to by the chair of both parties.

## **ARTICLE 3 - GOVERNING REGULATIONS**

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

Section a. The Union President or designee will be invited to attend meetings at which a proposed change of working conditions is to be discussed.

## **ARTICLE 5 - RIGHTS OF THE EMPLOYER**

## **ARTICLE 6 - RIGHTS OF THE EMPLOYEE**

Section a. The Employer will verbally notify all Bargaining Unit Employees of their right to union representation prior to any official examination which could lead to disciplinary action against the Employee.

Section b. If a warrant or subpoena must be served at the Institution, it will be done at the Core Services Building in a private manner.

Section c. The Union President or designee will be notified in advance of any circumstances that require a bargaining unit employee to be removed from their work site or the Institution for security or safety reasons.

Section d. Every reasonable effort shall be made to ensure that all overtime authorization forms are processed within the same pay period that the employee worked the overtime.

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

Section a. The Union will be allotted one half (1/2) hour during Institutional Familiarization Training to address new staff and be notified by the EDM at least one (1) week prior to the class as to the date and time. Additional time may be allotted by mutual consent.

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

Section a. The Employer will provide the Union on a bi-weekly basis, information on all bargaining unit members who have been transferred, separated, temporarily promoted, in house promoted, or on Leave Without Pay status.

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

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

## **ARTICLE 11 - OFFICIAL TIME**

Section a. The Union Treasurer will be granted official time to go to Personnel and submit Form 1187's and for dues checkoff.

## **ARTICLE 12 - USE OF OFFICIAL FACILITIES**

Section a. Building 5744 (west end) will be the Union's meeting facility and offices. The building will be renovated within ninety (90) days of the signing of this Supplement. Any maintenance will be provided by the Employer within thirty (30) days of the request being submitted. The Union will have use of an inmate as needed to maintain sanitation.

The Employer will install a sign outside the building with its context determined by the Union.

Section b. The Employer will provide the Union with five (5) reserved parking spots in the lot behind building 5744.

Section c. The Union will be provided a LEEPS for use on official union business.

Section d. The Union will be provided with the following office equipment:

- two (2) computers with CD's (one connected to LAN)  
(one stand-alone)
- two (2) inkjet printers
- a FAX machine with dedicated phone line
- six (6) pagers
- use of a copy machine
- use of audio/video equipment for training
- available conference table for meeting area

Section e. The Union will be allowed the use of government vehicles as available while on official time as defined in Article 11 of the Master Agreement. The Union will be allowed to use Voice Mail and LAN to disseminate information.

Section f. The Employer will provide a lockable bulletin board immediately adjacent to the key line in both administration buildings and the Personnel office. In addition, 3' X 6' lockable bulletin boards will be provided for the Union's use in both employee lounges.

## **ARTICLE 13 - QUESTIONNAIRES**

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

## **ARTICLE 15 - OUTSIDE EMPLOYMENT**

## **ARTICLE 16 - POSITION DESCRIPTION AND REVIEW**

## **ARTICLE 17 - EMPLOYEE PERSONNEL FILES**

## ARTICLE 18 - HOURS OF WORK

Section a. Flexible work schedules will be negotiated on an as need basis in accordance with 5 USC Chapter 61 Subchapter II. The result of negotiations will be in writing in the form of a Memorandum of Understanding.

Section b. Compressed work schedules will be negotiated by department at the request of bargaining unit employees of that department in accordance with 5 USC Chapter 61 Subchapter II. The result of negotiations will be in writing in the form of a Memorandum of Understanding.

Section c. A workgroup shall be established to develop a strategic plan to begin the process of consolidating rosters for all departments that have not been consolidated. The desired outcome of the workgroup is to outline an attainable consolidation plan factoring in all operational and personnel issues. The participants in the workgroup will consist of management, union officials, and line staff.

Section d. All departments will use Appendix A (Departmental List), Appendix B (Non-Departmental List) and Appendix C (Outside Hospital List) of this Supplement as the official overtime sign-up lists.

All information on the form will be completed. There will be no changes, corrections, or deletions made to the list. All actions in regard to an employee whose name appears on the list will be annotated in the NOTES section.

As noted in Appendix A, B, and C, the overtime sign-up list will be completed by the **employee**. The work assignment list will be completed by the supervisor when overtime is assigned to an employee.

Section e. When overtime is made available, staff in that particular department will receive overtime preference.

1. Each department will have an additional sign-up list for bargaining unit staff in that department.

2. This list will be utilized and exhausted once before using the non-departmental overtime list.

- (I). The overtime sign-up list will be utilized in numerical order from the top to the bottom of the list. This procedure will be used for all departments. Once staff are selected to work overtime they cannot be selected again until all others on the sign-up list are given the opportunity to work the overtime.

3. The overtime sign-up list for correctional services will be posted every Monday at alternating times. All other departments overtime sign-up lists will be posted for sign-up every Monday at 7:45am.

- (I). Every first and third Monday of the month the correctional services overtime sign-up list will be made available at 7:45am.
- (II). Every second and fourth Sunday of the month the correctional services overtime sign-up list will be made available at 11:30pm.

Section f. The outside hospital overtime sign-up list will be made available in the Lieutenants office. All qualified bargaining unit employees will be given preference regardless of the department the employee is assigned to.

The sign-up procedure will be the same as the non-departmental overtime sign-up list.

Overtime will be assigned to qualified employees in the order that they appear on the sign-up list. Anyone refusing overtime will be removed from the list for that week. If an employee is not qualified for a specific overtime assignment, they will maintain their position in the rotation.

Section g. Education and Unit staff will not be required to work more than one (1) late night per week.

## **ARTICLE 19 - ANNUAL LEAVE**

Section a. Total leave-year scheduling shall be completed by December 15.

## **ARTICLE 20 - SICK LEAVE**

Section a. No Bargaining Unit member will be used to conduct or assist in an audit of sick leave abuse.

Section b. Parties agree that there will be occasions when an employee cannot contact their supervisor to request sick leave. Therefore, after attempting to contact their supervisor, an employee must leave a voice mail message requesting leave with both the first and second line supervisors. Pending approval, this will be considered a proper request of sick leave. Nothing in this article shall preclude an employee, at their choice, from contacting their supervisor at home.

When an employee calls a supervisor to request sick leave, the supervisor will either approve or deny the request. The supervisor will make the decision by asking the employee why they are incapacitated from the performance of their duties. The employee's minimum response shall be to inform the supervisor whether the incapacitation is due to personal physical illness, mental illness, injury, pregnancy, childbirth, the illness or injury of a family member, or other reasons permitting the granting of sick leave. There should be no need to ask for a diagnosis or prognosis of the illness or injury. Under no circumstances will the supervisor question the employee about their schedule or personal medical history or in any other way intimidate or harass them.

The supervisor will ensure that the employee's privacy is protected.

Employees working shifts where supervisors are normally not present will contact the Operations Lieutenant in the event they are unable to contact their first-line supervisor.

## **ARTICLE 21 - TRAINING**

Section a. The Union will be allotted one (1) hour during Annual Refresher Training and be provided with the training schedule before the start of ART. This time may be changed by mutual consent.

## **ARTICLE 22 - EQUAL EMPLOYMENT OPPORTUNITY**

## **ARTICLE 23 - UPWARD MOBILITY**

## **ARTICLE 24 - EMPLOYMENT OF RELATIVES**

## **ARTICLE 25 - REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION**



## **ARTICLE 26 - RETIREMENT AND RESIGNATION**

## **ARTICLE 27 - HEALTH AND SAFETY**

## **ARTICLE 28 - UNIFORM CLOTHING**

Section a. Bullet-proof vests that have been worn will be cleaned as needed but at a minimum, once quarterly.

Section b. The Employer will provide an adequate selection of safety footwear with the style and quality mutually agreed upon. It shall be up to the discretion of the Employee to purchase safety footwear within uniform standards and be reimbursed up to a maximum of \$150.00.

Section c. Coverall type jumpsuits will be made available to all staff when they are required to perform tasks which may result in their uniform or personal clothing to become soiled.

Section d. Uniformed staff assigned to the following posts will be allowed the option of wearing the nickel gray uniforms: rear gate, mail room, and property room.

## **ARTICLE 29 - WORK SITE CONDITIONS**

Section a. The Employer will provide toilet facilities for the taking of inmate urinalysis specimen that are separate from staff bathrooms.

Section b. The Employer will provide a Wellness Room with lockers, showers and twenty four (24) hour access for staff. The room will have exercise equipment which is mutually agreed upon.

Section c. Based upon authorized funding, staff parking areas will be paved, well lit, and maintained so as to prevent damage to staff vehicles. Staff parking will be separated from inmate visitor parking by a chain link fence and clearly identified with signs.

Section d. All unit officer stations, staff offices, and classrooms will be equipped with window unit air conditioning.

## **ARTICLE 30 - DISCIPLINARY AND ADVERSE ACTIONS**

## **ARTICLE 31 - GRIEVANCE PROCEDURE**

**ARTICLE 32 - ARBITRATION**

**ARTICLE 33 - MERIT PROMOTION**

**ARTICLE 34 - EMPLOYEE ASSISTANCE PROGRAM**

**ARTICLE 35 - PRIORITY PLACEMENT PROGRAM**

**ARTICLE 36 - HUMAN RESOURCE MANAGEMENT**

**ARTICLE 37 - SEXUAL HARASSMENT**

**ARTICLE 38 - QUALIFIED HANDICAPPED EMPLOYEES**

**ARTICLE 39 - FURLOUGHS**

**ARTICLE 40 - ASBESTOS**

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

Section a. The Employer will provide every employee with a copy of this Supplemental Agreement within four (4) weeks of the effective date. The Supplemental Agreement will be printed in booklet form similar to the Master Agreement. The employer will distribute a copy of this Supplemental Agreement during IF class. The Employer will provide Local 2001 with an additional fifty (50) copies.

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

Section a. The effective date and duration of this Supplemental Agreement will be in accordance with this article in the Master Agreement.

## APPENDIX A - FCI Fort Dix Departmental Overtime Sign-up List

Week of: \_\_\_\_\_ Department: \_\_\_\_\_ Pg. \_\_\_\_ of \_\_\_\_

### TO BE COMPLETED BY EMPLOYEE

EMPLOYEE	B P T	BARGAINING STATUS		PHONE NUMBER	AVAILABILITY A - All Shifts   D - D/W   E - E/W   M - M/W							
		BARGAINING	NON BARGAIN		SUN	MON	TUE	WED	THU	FRI	SAT	

### TO BE COMPLETED BY SUPERVISOR

DATE	O/T ASSIGNMENT	EMPLOYEE CONTACTED	WORKED YES/NO	NOTES

Any person desiring to work overtime should complete all required information for the indicated one week period. Do not use "A" for days you are scheduled to work. The cut off for signing up for overtime is midnight on the Saturday prior to the beginning of the week.

**APPENDIX B - FCI Fort Dix Non-Departmental Overtime Sign-up List**

Week of: \_\_\_\_\_ Department: \_\_\_\_\_ Pg. \_\_\_\_ of \_\_\_\_

**TO BE COMPLETED BY EMPLOYEE**

EMPLOYEE	B P T	BARGAINING STATUS		PHONE NUMBER	AVAILABILITY A - All Shifts   D - D/W   E - E/W   M - M/W							
		BARGAINING	NON BARGAIN		SUN	MON	TUE	WED	THU	FRI	SAT	

**TO BE COMPLETED BY SUPERVISOR**

DATE	O/T ASSIGNMENT	EMPLOYEE CONTACTED	WORKED YES/NO	NOTES

Any person desiring to work overtime should complete all required information for the indicated one week period. Do not use “A” for days you are scheduled to work. The cut off for signing up for overtime is midnight on the Saturday prior to the beginning of the week.

### APPENDIX C - FCI Fort Dix Outside Hospital Overtime Sign-up List

Week of: \_\_\_\_\_ Department: \_\_\_\_\_ Pg. \_\_\_\_ of \_\_\_\_

#### TO BE COMPLETED BY EMPLOYEE

EMPLOYEE	B P T	BARGAINING STATUS		PHONE NUMBER	AVAILABILITY A - All Shifts   D - D/W   E - E/W   M - M/W							
		BARGAINING	NON BARGAIN		SUN	MON	TUE	WED	THU	FRI	SAT	

#### TO BE COMPLETED BY SUPERVISOR

DATE	O/T ASSIGNMENT	EMPLOYEE CONTACTED	WORKED YES/NO	NOTES

Any person desiring to work overtime should complete all required information for the indicated one week period. Do not use "A" for days you are scheduled to work. The cut off for signing up for overtime is midnight on the Saturday prior to the beginning of the week.

**SIGNATURE PAGE**

Executed this fourth day of October 2002

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Leander Batiste  
President  
AFGE Local 2001

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C.J. DeRosa  
Warden  
FCI Fort Dix