

<p>1. Grievant(s) American Federation of Government Employees, Local 709 T. D. Allport, Vice President</p>	<p>2. Duty Station FCI Englewood Littleton, Colorado</p>
<p>3. Representative of Grieving(s) Minihan &amp; Shapiro, Law Firm Lakewood, CO</p>	<p>4. Informal resolution attempted with (name Audie Sherrod, Warden Rene Garcia, AW-O Dave Wertz, Chief Psychologist A. E. Card, Drug Abuse Program Coordinator</p>

**5. Federal Prison System Directive, Executive Order, or Statute violated:**

Master Agreement, to include, but not limited to Articles 6, section a, b, 7, sections a,b,c, e 12, 17, 31 (d) and 36, Title 5 U.S.C. 552, 552(a) 7116 (a) (1) (4) (5) (8) Title 5, U.S.C. 7130, Back pay Act, 5 U.S.C. 5596, 29 CFR Part 1614, Back Pay Act, 5 U.S.C 5596 Program Statement 3000.2, Human Resource Manual, Performance Evaluation System bargaining unit employees, to include sections 1,10,16, and 21. Program Statement 5330.10, Drug Abuse Program Manual, and all other laws, rules and regulations.

**6. In what way were each of the above violated? Be specific.**

We are formally opposing management's decision to retaliate against Mr. Allport for his union activity as stated in a previous appeal and thereafter.

The Union is claiming further retaliation and intending to prove that management's actions show a pattern of unlawful discrimination against Mr. Allport because of his union activity in accordance with Title 5 U.S.C. § 7116 (a)(4). As stated in the grievance referenced above, Mr. Allport has over 20 years in the agency and had an exemplary work record until Warden Sherrod and Dr. Card arrived at FCI Englewood. As Mr. Allport's Union activity increased based on requests from the membership, his supervisor, Dr. Card quickly started finding fault with his work and documenting every alleged negative detail she could think of regarding the aggrieved party. She did this by ignoring the current policy, going beyond those policy requirements with deadlines, the implementations of new forms and guidelines, assigning work beyond what the negotiated policy states. The union requested negotiations many times going back to April 2, 2004, when the restructuring of the Cuban Drug Program at FCI Englewood was being designed, but management ignored those requests until just recently. A federal mediator has been notified to assist with the local issues. Management is fully aware that Mr. Allport is currently assigned to a national workgroup where the new policy is being negotiated. On two separate occasions, Dr. Baxter, The Chief of Psychology for the agency, issued directives that the current policy not be changed until negotiations are complete. This was done largely as a result of management's actions at FCI Englewood

On February 21, Dr. Card issued a letter to Mr. Allport to repudiate the settlement agreement dated December 19, 2005. She unilaterally ordered him to change his work schedule, move his office and call in when he arrives for work. He was given a deadline of March 6, 2006, to move to the chapel even though he does not have keys to the chapel grill or the telephones in the common areas. This is a security breach and a safety concern for him and others. He has requested these keys in writing and verbally many times. Note: On March 30, 2006, Mr. Allport was given a key to the chapel grill and telephone but management took the key to the AW's complex, which is where Mr. Allport's institution mailbox is located. Now Mr. Allport cannot check his mail.

She cancelled his non residential drug treatment groups without allowing them to be covered and ordered him to cover groups for other drug treatment staff. Mr. Allport reminded Dr. Card and her superiors that these were negotiable issues and that the union invoked their right to bargain. Mr Allport has an exemplary time and attendance record, so management's action clearly single him out and violated labor law.

On March 20, 2006, Mr. Allport discovered a document, entitled "Allport Timeline" on the J drive of the agency's computer system, where any staff member can see it in violation of Title 5 U.S.C. § 552 & 552(a) Freedom of Information Act, and Privacy Act. It was a list of negative notes about Mr. Allport, with a start date of September 29, 2003 and showing October 28, 2003, the first day Dr. Card arrived at FCI Englewood. This demonstrates willful and malicious conduct by Dr. Card. This is in direct violation of Article 17 of the Master Agreement.

The first negative entry was made on November 28, 2003. The document is an attack on Mr. Allport's work record and his character as an employee. It shows that Dr. Card targeted Mr. Allport since she started at FCI Englewood and was probably directed to do so as outlined in the grievance dated August 22, 2006. Again, no other employees have these type of personal records, especially on display for other staff to see. This is clear evidence of union animus on the part of Dr. Card.

Mr. Allport has been ordered to reduce his official time, change the reporting guidelines and past practice of how he documented and used official time even though the union requested to negotiate this and other appropriate matters. Mr. Allport has been denied official time on several occasions to include for the preparation and writing of this grievance.

It must also be noted that Mr. Allport is similarly situated as all other bargaining unit employee within his department. However, his working condition has been tailored by management just to effect him which is the Prima Facie definition of discrimination based on his gender and Union affiliation.

**7. Date(s) of violation(s)**

October 28, 2003, to present (as stated in "Allport Timeline")  
2-21-2006, repudiate settlement agreement

**8. Request remedy (i.e., what you want done)** Mr. Allport should be made whole. No further retaliation should take place. He should not be held to higher or different standards than anybody else. Management should maintain status quo on all matters related to working conditions and bureau policy that the union has invoked negotiations on. He should be placed on 100% official time and reimbursed for time spent doing official time on his personal time. Monetary damages to Mr. Allport's integrity and character. Attorney's fees and any other remedy deemed necessary or appropriate by the arbitrator.

9. Person with whom filed  
M. K. Nalley

10. Title  
North Central Regional Director

11. Signature of recipient

12. Date signed

I hereby certify that efforts at informal resolution have been unsuccessful.

13. Signature of Grievant(s)

14. Signature of Representative

Record Copy - Agency; Copy - Union Local; Copy - Council of Prison Locals; Copy - Grievant

(This form may be replicated via WP)

This form replaces BP-176(37) Dated October 1984.