



U.S. Department of Justice

Federal Bureau of Prisons

Federal Correctional Institution

*FCI Englewood
9595 West Quincy Avenue
Littleton, Colorado 80123*

May 16, 2006

Eva Donaldson
President Local 709
FCI Englewood
Littleton, CO 80123

Dear Ms. Donaldson:

I have reviewed the grievance filed on April 18, 2006, which alleges violation of the Master Agreement, Article 18, Section p., Local Supplement Agreement, Article 18, Section b, 1, Title 5 U.S.C., Title 5 U.S.C. 7116 (a) (5) and (a) (8), Title 5 U.S.C. 2302 (b) Prohibited Personnel Practices, Fair Labor Standards Act, all applicable laws regarding Monty Wiest's lack of overtime assignment.

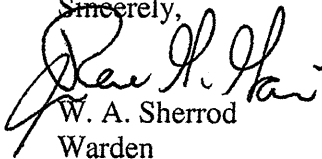
According to the Master Agreement, Article 18, section p, overtime assignments may be negotiated locally. FCI Englewood has several MOUs regarding this issue. The most recent, dated July 30, 2003, supercedes the Local Supplement Agreement dated January 6, 1999. As this MOU is not specific regarding this particular issue, it has been determined management did not violate current procedures. However, it is reasonable to assume, as Mr. Wiest was number one on the overtime list and was at work, he should have been contacted for shift 9, before Mr. Ruess, who was number four. Therefore, we will compensate Mr. Wiest 8 hours of overtime for shift 9 on March 21, 2006.

In addition, regarding March 21, 2006, overtime assignment of Ms. Montoya to shift 8. Mr. Weist signed up for overtime for shift 9. On March 21, 2006, an overtime shift was required for shift 8. As Mr. Weist did not sign up for shift 8, he was not contacted to work this overtime shift.

It is imperative to both management and employees that guidelines established by the Master Agreement and agency policy are followed. I believe management has met these guidelines.

Based on the above, your grievance is granted.

Sincerely,


W. A. Sherrod
Warden