

MAY 94

U.S. DEPARTMENT OF JUSTICE**FEDERAL BUREAU OF PRISON**

1. Grievant(s) American Federation of Government Employees, Local 709	2. Duty Station FCI Englewood Littleton, Colorado
3. Representative of Grieving(s) E. Donaldson, President	4. Informal resolution attempted with (name) R. Garcia, AW and W.A Sherrod, Warden
5. Federal Prison System Directive, Executive Order, or Statute violated: To include, but not limited to, Unit Management Manual, P.S. 5321.07, Article 6 Master Agreement, Section b., Article 3, section c, 2., American Correctional Association Standards, Title 5 United State Code, Memorandum of Understanding dated 6/15/2005, and all other applicable laws, rules, and regulations.	
6. In what way were each of the above violated? Be specific. On behalf of the bargaining unit, we are formally opposing managements decision's to utilize unit staff to fill in correctional posts on the evening watch. Specifically, on January 6, 2006 Correctional Counselor Lanaghan's duties and post was changed so that instead of performing correctional counselor duties at the camp he could work the correctional post (Federal Detention Center lobby officer). For historical reference, one unit staff's hours were changed to work a correctional post on 12/21/2005, and two unit staff were pulled on 12/23/2005 to work correctional posts. This practice, (although management indicates that it is temporary) is contrary to P.S. 5321.07, the entire manual references inmate accessibility to "staff who make primary decisions about them". Additionally, P.S.5321.07 states, "In order to foster better unit staff accessibility, no Case Managers, Counselors and/or Unit Secretaries shall be required to work as Correctional Officers on an inequitable basis with or to other institution staff." All unit team are required to work one late night and by having them work a post this diminishes or negates the purpose of having them work a late night for accessibility by inmates. Additionally, the unit teams are on the day watch custody relief roster (Memorandum of Understanding, dated 6/15/2005) and already doing their share on an equitable basis. Management violated this agreement by unilaterally implementing these changes without renegotiating. By pulling them to work correctional posts on the evening watch this becomes inequitable and is against P.S. 5321.07 and the Master Agreement, Section b., 2. Most non-custody staff that are available on the evening watch are unit staff and recreation staff and by pulling them to work a post these staff are being treated unfairly as they are already doing their share on the day watch custody roster. Finally, not having to pay overtime is the primary reasoning used by management to pull unit staff to cover correctional posts. It should also be noted that unit team (Counselors, Case Manager, and Unit Secretaries) compressed schedules were renegotiated and approved based on Case Managers and Counselors scheduling a late night to fulfill the requirements of P.S. 5321.07. The are SET schedules per the compressed work schedule act.	
7. Date(s) of violation(s) January 6, 2006	
8. Request remedy (i.e., what you want done) Management should immediately cease and desist the practice of pulling unit team to cover correctional posts on the evening watch. This practice should not be reinstated. Any changes to the above referenced MOU should renegotiated and/or any other remedy deemed appropriate by an arbitrator.	
9. Person with whom filed Michael 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