FCC FORREST CITY CORRECTIONAL SERVICES CONSOLIDATION AGREEMENT FOR SICK AND ANNUAL ASSIGNMENTS AND COMPLEX OVERTIME

It is agreed the Correctional Services Department at FCC Forrest City will be viewed as one department, with one management team for the Complex. Bargaining Unit staff will be assigned to a parent institution at either the Camp/Low or Medium facility. Staff will be maintained at their assigned location, except where provided hereafter.

Correctional Services staff assigned to sick and annual posts only, on the quarterly as well as the training rosters for the Low and Medium facilities, may work as needed at either the Camp, Low or Medium facilities. This agreement pertains only to officers assigned to sick and annual posts. Procedures for assigning correctional officers to sick and annual posts will be followed as outlined in the Master Agreement. Staff assigned to either the quarterly roster as sick and annual will be allowed submit a preference of the shift and/or institution they would prefer to be assigned to during their sick and annual assignment. Reasonable efforts will be made to ensure these requests are honored. Such requests will be based on seniority and availability. This will provide staff with an opportunity for cross training and multi-security level familiarization.

Normally, prior to a correctional officer who is assigned to sick and annual being pulled from their parent facility, the sick and annual rosters at the opposing facility will be depleted.

In addition, a Complex overtime category will be added to the current computerized correctional services overtime program. This category will be utilized to allow staff an ability to sign up for overtime at any location. The establishment of this additional option will allow all bargaining unit employees opportunities to receive overtime at all facilities throughout the complex. This option will also allow for additional opportunities for staff to receive cross training and multisecurity level familiarization and to reduce the need to mandate staff for overtime. The complex overtime program will be used only as provided hereafter.

Normally, the complex overtime category will only be utilized in the event the specific category sign up list for which the overtime is being hired has been depleted and an all call has been made at the institution filling the overtime and the overtime is still available. Following the depletion of the list and an all call, the complex category at the adjacent facility will be utilized. In the event the overtime is still available at this point, an all call will be made at the adjacent facility and previously negotiated procedures will follow if needed. All negotiated efforts to fill the overtime with bargaining unit staff will be completely exhausted prior to non-bargaining unit staff being assigned overtime and lastly before staff are mandated at their parent facility.

All other previously negotiated overtime procedures as agreed to in a Memorandum of Understanding relating to the computerized overtime procedures dated November 3, 2004, the Master Agreement and the Local Supplemental Agreement will be adhered to.

Any future changes regarding further consolidation within the Correctional Service Department and/or changes to overtime procedures are subject to independent formal negotiations and must be properly proposed, negotiated, and agreed upon by both parties as outlined in the Master Agreement.

It is understood that Local 0922 and the Agency hereby agree to these terms. This in no way will prevent or limit Local 0922 or the Agency from exercising their rights as defined within the Master Agreement or 5 USC. Local 0922 and the Agency must continue to uphold all previous agreements which may be in anyway related to this program.

The effectiveness of this agreement will be monitored by the Local and the Agency. This in no way prevents or limits Local 0922 or the Agency from exercising their rights as defined in the Master Agreement or 5 USC. The Agency and the Local must continue to uphold all previous agreements which may be related to this agreement.

Shon D. Foreman, President, Local 0922

7/18/2007

Catlton, LMR Chairperson