

American Federation of Government Employees  
Council of Prison Locals 33, Local 0922  
Forrest City, Arkansas

Federal Bureau of Prisons )  
FCC Forrest City, Arkansas )  
Forrest City, Arkansas )  
and )  
American Federation of Government Employees )  
Council of Prison Locals 33, Local 0922 )  
Forrest City, Arkansas )

November 3, 2004

**Memorandum of Understanding**

**The Federal Bureau of Prisons (“the Agency” or “BOP”) and the American Federation of Government Employees, Local 0922 (“Council” or “Union”) on behalf of the bargaining unit members herein, pertaining to the utilization of an automated overtime program, hereby agree and stipulate as follows:**

- 1) Both Parties agree to utilize a computer based overtime system provided by Central Office. This system will be utilized for an initial six month (180 day) trial period. The Union and Agency will meet monthly during the trial period to review the effectiveness of the system and make changes as needed if mutually agreed upon. The Captain and Union representative will meet on the third Wednesday of every month. Upon the completion of this trial period, with both parties in agreement, the system may serve as the permanent overtime system.
- 2) Both Parties agree the system will be monitored for effectiveness during the six month trial period. Should problems be identified during the trial period, either party may bring forth concerns for possible resolution. In the event an informal resolution can not be reached, the Union or management may invoke negotiations, at any time, on all or part of this overtime agreement. A meeting will take place within 14 days of notification of invoke. All informal resolutions will be in writing and signed by both parties. After the six month trial, all written agreements will be incorporated into one overall document to be mutually agreed upon and signed by both parties.
- 3) Both parties agree the computer based correctional services roster program and the computer based overtime program and roster program will be added to all computers assigned to the Union and the Union will designate the Local Officials that will have the computer based roster and overtime program loaded on their work station computers, allowing access to the entire program with read only access.
- 4) All computer terminals will have access to the overtime sign-up program at both the Low and Medium.

- 5) Bargaining Unit staff will be afforded first opportunity for available overtime. Only after all efforts to distribute overtime to bargaining unit members have been exhausted will overtime be offered to non-bargaining staff. Non-bargaining staff will not have access to this program.
- 6) Following all attempts to assigned overtime as directed in paragraph 5, the all call method will be utilized followed by the "paper list" of non-bargaining staff. At this point the "list exempt" portion of the program may be utilized. This feature will enable the agency to contact non-bargaining employees, employees not on the sign-up list, by the radio all call or other methods. The "list exempt" feature will not be used for "skipping" individuals. Overtime will be assigned for all staff working overtime via all call or the "paper list."
- 7) Mandatory overtime will only be utilized in the event of a institutional emergency (i.e. riot, escape, etc.) or emergency medical trip requiring immediate action. Mandatory overtime may be utilized in the event overtime is required to fill a vacant correctional position due to an emergency and the lieutenant has less than 1 hour notice of this shortage. Prior to assigning any individual any type of mandatory overtime, in all instances, a notice will be announced over the institutions radio systems, informing staff of the overtime and allowing sufficient time for response. In the event the medical trip does not require immediate action, the computerized program will be used.
- 8) In all instances of Mandatory overtime, the computerized system will be utilized. The individual assigning the overtime will select the "mandatory" option. Mandatory overtime will only be used if absolutely necessary and the justification for assigning a individual mandatory overtime will be noted in detail on the overtime program, accessible to the Union. The Agency will conduct a back up of all files every 30 days. At no time will an individual be ordered to perform a second mandatory overtime until all individuals have worked a mandatory overtime. Mandatory overtime will only be hired from the institution requiring the need to mandate overtime. (Only Low staff will be mandated for the Low and only Medium Staff will be mandated for the medium) Separate mandatory lists will be maintained for each institution. The current mandatory overtime list will be entered into the new system in it's current order.
- 9) At any time, staff may request to view their position in the mandatory overtime rotation.
- 10) In the event there is one hour or less notification of the need for overtime, to fill a correctional position, management will utilize the all call method will be utilized, followed by the "paper list" of non-bargaining staff and then the "list exempt" application to fill the overtime position. At no time will an individual that has bid on and been placed in a post by the roster committee on the quarterly correctional services roster, be moved from their position to accommodate an overtime preference unless mutually agreed upon by both parties. The Agency will notify the Local President via e-mail when this occurs and it is not by mutual consent. The list exempt application will be utilized prior to assigning any individual mandatory overtime.

- 11) All FCC Forrest City employees will have the opportunity to sign up for overtime at their assigned institution. The FPC (Camp) will fall under the Low. Any non-bargaining unit employees may sign up for overtime on the "paper list" located in the Lieutenant's office at their institution.
- 12) Initial placement on the overtime list will be based on seniority, thereafter the list will be by the last overtime worked. The overtime program will not be reset. A new quarterly sign-up period will be opened for sign-up once a new quarterly roster is negotiated, signed by both parties, and posted, at a minimum of 3 weeks prior to the start of the new quarter. The sign up period will begin with the start of the quarter. Each employee will be responsible for providing current contact information.
- 13) Duration of the sign-up period will be for the entire quarter. The staff will be notified of the starting point of the next overtime quarter by the Agency via e-mail at least two weeks prior to the quarterly overtime being opened. There will be no restricted overtime sign-up for any quarter.
- 14) In the event an employee is forced to work Mandatory overtime, they will be afforded opportunity for a meal break. All employees will be compensated for any amount of overtime they are required to work. Mandatory overtime will be defined as any time an employee is forced to work any period of time outside their normal duty hours.
- 15) It is the employees responsibility to ensure they do not sign-up for an overtime shift that overlaps with their scheduled shift. Staff assigned to Morning Watch will not be eligible to work a medical trip unless it is their day off or the medical trip departure time from the institution is for 8:00 a.m. or later. Any Morning Watch staff member that is next for Day Watch overtime, and it is a medical trip not meeting the criteria above, the agency will indicate "shift conflict" in the provided remarks column. This will ensure the employee will not lose placement on the overtime sign-up list. Employees may not sign up for shifts in which they are already scheduled to work. In the event an employee does sign up for a shift of overtime that conflicts with their normal scheduled work day, they will be listed as refuse and be moved to the bottom of the list. If a staff member is not reached, a detailed notation on the computer program will be made including the phone number attempted and time. The code of anyone making entries into the system will be their initials.
- 16) The computerized overtime system will be utilized for the following types of overtime.
  - A. Hospital overtime (inmates who have been admitted into an outside hospital)
  - B. Emergency Overtime (when time permits and instances of medical emergencies)
  - C. Mandatory overtime (Correctional Services only)
  - D. Correctional posts
  - E. Medical (to include coverage for medical escorts, inmates on quarantine, suicide watch, etc.)

- 17) Overtime codes as negotiated in the Supplemental Agreement will be used to annotate the remarks.


Codes: R = Refused, AM = Answering Machine, OT = Overtime Accepted,  
OW = Overtime Worked, NC = No Contact

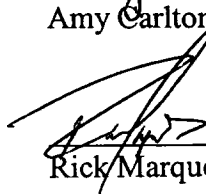
Shifts: DW = Day Watch, EW = Evening Watch, MW = Morning Watch

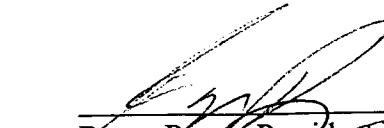
- 18) Mandatory overtime will remain as previously negotiated with the exception the computerized program will maintain the list instead of a log book.
- 19) The computerized overtime program history will not be cleared or reset. Back up copies will be made and a copy (cd, disc or diskette) will be provided to the union upon request. The Union will have access to the program and may make back up copies at any time. This will include all overtime records, daily rosters and quarterly rosters.
- 20) Qualifications in assigning overtime will only be used when there is a requirement for armed escort qualified staff or bus qualified staff are required.
- 21) It will be each employees responsibility to ensure all of their information on the overtime sign-up list is accurate and up to date.
- 22) In the event an employee excepts overtime and then becomes ill or is otherwise unable to preform the assignment, the employee must notify the responsible agency official. Such instances will be noted as a refusal.
- 23) When an employee is selected to perform a mandatory overtime shift who requires prescribed medication(s), the medication will be made available to the employee in accordance with established procedures.
- 24) In the event an employee is required to work overtime as a continuation of his/her shift, the shift supervisor will ensure the employee's personal needs are met. In the event of an extension of regular work shift for more than three hours, the shift supervisor will ensure the employee is allowed time for procurement and eating of food no later than three hours after the overtime starts. Unless the staff member is relieved for a duty free lunch break, this will be in paid duty status.
- 25) It is incumbent upon the Lieutenant assigning the overtime to maintain the continuity of the program. No individual will be skipped. The overtime program will be operated as designed and the Overtime Procedures Manual will be followed. The Master Agreement will be followed.
- 26) "Split Shift Overtime" is authorized. The individual desiring to split their overtime shift will secure an eligible staff member to split their shift; they will then notify the Lieutenant of the individual who will be splitting with them. The name of the individual who the overtime belonged to will then go to the bottom of the overtime list. The other individuals name will not be moved.

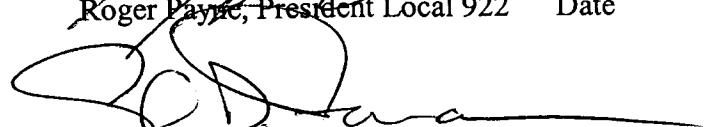
- 27) The Lieutenants will make every effort to ensure the overtime sheets are prepared correctly and when errors are noted, the shift Lieutenant will prepare a new sheet with the correct information.

**The terms of this agreement have been completely read, are fully understood, have been freely reached and are voluntarily accepted. This agreement is effective on the date signed hereon. This agreement may be modified at a later date only after being renegotiated. This agreement is hereby binding on both parties and will not be changed without full and complete negotiations.**

  
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Amy Carlton, A.W.                      11/3/04                      Date

  
\_\_\_\_\_  
Rick Marques, Captain                      11/5/04                      Date

  
\_\_\_\_\_  
Roger Payne, President Local 922                      11/3/04                      Date

  
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Shon Foreman, 2<sup>nd</sup> VP, Local 0922                      Date