

<p>1. Grievant(s)</p> <p>American Federation of Government Employees Council of Prison Locals 33 Local 3584 for all FCI Dublin bargaining employees</p>	<p>2. Duty Station</p> <p>Federal Correctional Institution, Dublin CA 5701 8th Street Dublin, CA (925)-833-7500</p>
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<p>3. Representative of Grievant(s)</p> <p>Edward Canales, President Local 3584 American Federation of Government Employees Council of Prison Locals 33</p>	<p>4. Informal resolution attempted with (name Person)</p> <p>Donna Davis , Associate Warden Alicia Gonzaga, CSO Manager</p>
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5. Federal Prison System Directive, Executive Order, or Statute violated:

5 USC 7106, 7114, 7117
Master Agreement Article 3 Section B, C, D ; Master Agreement Article 4 Section A, B,C ;
Master Agreement Article 6 Section B Number 6 ; Master Agreement Article 7 Section B ;
Master Agreement Article 18 Section O, R, U ; Master Agreement Article 36; Master Agreement Article 27
MOU on Roster Procedures for Correctional Systems Department as listed on every roster since 2013 agreement
Back Pay Act
All applicable State and Federal laws

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

In an attempt to be very specific, an attachment is added as the space for this block does not allow for this much specificity. See Attachment


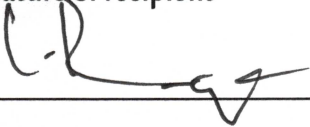
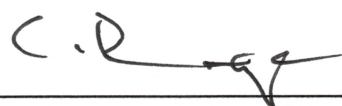
7. Date(s) of violation(s)

November 4, 2015 , November 5, 2015 and open continuous

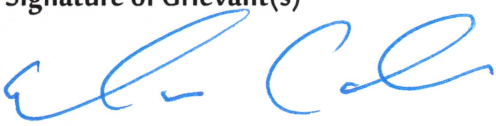

8. Request remedy (i.e., what you want done)

1) We request an order to cease and desist from further violations immediately.
2) We request that the Agency cease its practice of routinely changing shift hours and assignments of Correctional Systems staff and that the Agency adhere to the Master Agreement.

- 3) We request that all employees that suffered any loss in pay due to the violations be made whole to include back pay, interest, and damages.
- 4) We request all attorney, legal fees and expenses incurred in the processing of this grievance be reimbursed by the agency to include liquidated damages.
- 8) We request that the grievant's suffer no reprisal, harassment, or intimidation, as a result of filing this Grievance.
- 9) We request whatever remedy is deemed appropriate and necessary by the Arbitrator.

9. Person with whom filed Charleston C. Iwuagwu	10. Title Warden, FCI Dublin <div style="text-align: right;">  2015 NOV 9 PM 1:33 </div>
11. Signature of recipient 	12. Date signed 

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

13. Signature of Grievant(s)  Edward Canales, President Local 3584, CPL-33, AFGE for CSO Staff and all effected FCI Dublin bargaining employees	14. Signature of Representative  Edward Canales, President Local 3584, CPL-33, AFGE
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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.


Attachment:

On November 4, 2015 Union wrote an email to Management and stated : It has come to the Unions attention that you are roster adjusting a CSO Officers schedule to process the Waseca Furl Transfer. This practice has not been agreed upon by the union. Furloughs arriving after hours are handled by correctional services and then processed the following morning. The CSO Officers schedule needs to be returned to her normal working hours. Consider this email

an attempt at informal resolution prior to the grievance process. Please feel free to contact me if you have any questions.

On November 4, 2015 Management wrote an email back and stated: Management wants to include scheduled movement besides bus and air and asked to discuss the issue.

On the evening of November 4, 2015 the Union responded via phone and made it clear that the matter was not part of the previously negotiated agreed upon matter and that CSO Officers schedules should not be adjusted for processing inmate furlough returns or self-surrender inmates. It was a past practice and had been previously negotiated that Correctional Services Supervisors / Lieutenants would process all inmate furlough returns or self-surrender inmates and / or place the inmates in the special housing unit. . The plan put in place in 2013 involved in depth discussions between Management and the Union on the maximum amount of time that could be removed from CSO daily duties and its impact on safety and security. It was decided by both parties in 2013 that additional movement would impact safety and would not be a reason to adjust CSO schedules.

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On November 5, 2015 Union wrote an email to Management and stated :The Union knows it is a very reasonable request on the Union's part to allow bus and airlift movement adjustments only and that taking more puts the staff and department at great risks by vacating CSO daywatch posts and activities. If you need CSO staff on evening watch or morning watch for furloughs or self surrenders then please continue to have the Lieutenants to process the inmates or offer overtime to all FCI Dublin qualified staff, anything short of this will result in a grievance. Taking more from the CSO department will crush morale completely in the CSO department, these staff were promised a work schedule of Mon - Fri daywatch when they accepted their job as a CSO, these staff have families and needs outside of work and rostering them for furloughs and self surrenders is a significant change in working conditions that was not negotiated with or approved by the Union. The negotiations that did take place back in 2013 included carefully reviewing the impact that removing staff from the daywatch hours would have on the institution and although the Union found this to be a safety and security issue the staff in the CSO department asked the Union to settle the matter because they were "threatened" to permanently work evening watch if they did not comply. Now trying to add that all furloughs and self surrenders will involve roster adjusting will leave the daywatch staff unable to complete regular duties and these vacated posts will be a safety and security issue. You are breaking our prior negotiated agreement from 2013, you are breaking the verbage on the CSO roster that was the result of the 2013 negotiations.

On November 5, 2015 a CSO Officers schedule was moved from the hours of 6:00am – 2:00pm and adjusted to 10:00am-6:00pm for a furlough transfer.

The date of the violation of November 5, 2015 falls within the 4th quarter Correctional Systems Department Work

Schedule which runs from September 27, 2015 to December 26, 2015. The roster shows 8 posts to include one sick and annual, all posts work hours are 6:00am – 2:00pm. The language on the bottom of the roster clearly defines that CSOs may only be adjusted to process bus/airlift movement which can include hours of work ranging from 6:00am – 8:00pm.

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5 USC 7106, 7114, 7117 was violated when Management previously negotiated a CSO schedule and plan in 2013 and then implemented a significant change on 11-04-2015 without the Union's consent to change the previously negotiated agreement.

Master Agreement Article 3 Section B, C, D was violated when Management implemented a significant change on 11-04-2015 without the Union's consent to change the previously negotiated agreement.

Master Agreement Article 4 Section A, B, C was violated when Management implemented a significant change on 11-04-2015 without the Union's consent to change the previously negotiated agreement and without proper notification.

Master Agreement Article 6 Section B Number 6 was violated when Management failed to follow the Master Agreement.

Master Agreement Article 7 Section B was violated when Management previously negotiated a CSO schedule and plan in 2013 and then implemented a significant change on 11-04-2015 without the Union's consent to change the previously negotiated agreement.

Master Agreement Article 18 Section R, U was violated by Management when a non-probationary employee who was not assigned to sick and annual was moved from their assigned shift /assignment.

Master Agreement Article 27 was violated when Management previously negotiated a CSO schedule and plan in 2013 and then implemented a significant change on 11-04-2015 without the Union's consent to change the previously negotiated agreement. The plan put in place in 2013 involved in depth discussions between Management and the Union on the maximum amount of time that could be removed from CSO daily duties and its impact on security. It was decided by both parties in 2013 that additional movement would impact safety.

Master Agreement Article 36 was violated when Management violated a previously negotiated a CSO schedule.

MOU on Roster Procedures for Correctional Systems Department as listed on every roster since 2013 agreement was

violated when a schedule adjustment was made for a reason other than a scheduled airlift or a scheduled bus movement. . The language on the bottom of the roster as negotiated in 2013 clearly defines that CSOs may only be adjusted to process bus/airlift movement which can include hours of work ranging from 6:00am – 8:00pm.

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Back Pay Act, The Union is asking for back pay for all improper adjustments. Since Management has decided it no longer wanted to use Correctional Services Supervisors / Lieutenants to process self-surrender inmates or place the self-surrender inmates in Special Housing then overtime pay would have been the only way that Management could have covered the adjustments had they not violated the master agreement. The Union is asking for back pay for each of these violations. The Union is also asking for all personal expenses borne by the employees that were affected by these violations for personal expenses such as car pool losses, baby sitting fees, etc.

Federal Bureau of Prisons,
Federal Correctional Institution,
Dublin, California

02/01/2016

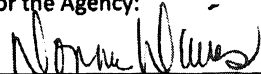
and

American Federation of
Government Employees,
Council of Prison Locals
Local 3584

In full and final settlement of the Correctional Systems grievance, the Department of Justice, Federal Bureau of Prisons, Federal Correctional Institution, Dublin, California (Agency), The American Federation of Government Employees (AFGE), Council of Prison Locals, Local 3584 (Union), (the Parties), freely and voluntarily agree to the following terms and conditions:


- 1) Union Local 3584 hereby withdraws the Correctional Systems grievance filed on 11/09/2015.
- 2) The Agency agrees CSO schedules will not be changed to process furlough transfers and/or surrenders, after hours, due to existing local policy that states this type of movement can be processed after hours by a Correctional Services supervisor.

For the Agency:



Donna Davis
Associate Warden, FCI Dublin

For the Union:



Edward Canales
President, AFGE Local 3584