

BIG Union WIN!

Unfair Labor Practice concerning Complex Sick and Annual Roster

Management was found guilty of bargaining in Bad Faith and repudiation of article 18 of the Master Agreement... They **MUST** go back to the original overtime procedures and are ordered to negotiate the Complex Sick and Annual Roster, which back in January 2010, management walked away from the negotiation table and illegally implemented.

This is a **BIG WIN** because it orders management to negotiate all appropriate arraignments concerning sick and annual assignments. Other complexes will be able to use our case as the standard when dealing with this type of bad faith management!!! You can read the decision yourself below:

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL COMPLEX
COLEMAN, FLORIDA

Respondent

and

Case No. AT-CA-10-0172

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 506

Charging Party

SETTLEMENT AGREEMENT

The undersigned Respondent and the undersigned Charging Party in settlement of the above matters, and subject to the approval of the Regional Director for the Federal Labor Relations Authority, **HEREBY AGREE AS FOLLOWS:**

1. The Department of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Coleman, Florida (the "Respondent" or the "Agency") agrees to post the attached Notice, signed by FCC Complex Warden D. Drew, (incorporated herein and made a part of this settlement agreement) at all bulletin boards where notices to employees are traditionally posted at the Agency. This Notice will be posted for thirty (30) days. The Respondent will post this Notice within ten (10) days from the date of the Regional Director's approval of this agreement.
2. The Respondent agrees to comply with the terms of the Notice.

REFUSAL TO ISSUE COMPLAINT - In the event the Charging Party fails or refuses to become a party to this Agreement, and if the Regional Director concludes that it will effectuate the policies of Chapter 71 of Title 5 of the U.S.C., this Agreement shall be between the Agency and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 2423.11(b)(2) of the Regulations of the Federal Labor Relations Authority if an appeal is filed within twenty-five (25) days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of an appeal. Contingent upon compliance, the approval of this Agreement by the Regional Director shall constitute a withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case.

PERFORMANCE - Performance by the Agency of the terms and provisions of this Agreement will commence as set forth above after the Regional Director approves the Agreement or, in the event the Charging Party does not enter this Agreement, performance will commence immediately upon receipt by the Agency of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director's decision to approve the Agreement.

NOTIFICATION OF COMPLIANCE - The parties to this Agreement will notify the Regional Director in writing what steps the Agency has taken to comply with the terms of the Agreement. Such notification will be made within thirty (30) days, from the date of the approval of this Agreement, or, in the event the Charging Party does not enter this Agreement, after the receipt of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

COMPLIANCE WITH SETTLEMENT AGREEMENT - Upon approval by the Regional Director this agreement will hold in abeyance any Complaint(s) and Notice of Hearing(s) previously issued in the case. Contingent upon compliance with the terms and provisions of this agreement all Complaint(s) and Notice of Hearing(s) heretofore issued in this case will be considered withdrawn. Failure to comply with the terms and provisions of the agreement will result in the Complaint(s) being reinstated.

DEPARTMENT OF JUSTICE,
FEDERAL BUREAU OF PRISONS,
FEDERAL CORRECTIONAL COMPLEX
COLEMAN, FLORIDA

By: Alicia Daniels Lewis
Agency Representative
(Type or Print Name and Title)

(Date)

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, LOCAL 506

By: Kenneth Pike,
Vice President
(Type or Print Name and Title)

9-24-2010
(Date)

(Signature)



NOTICE TO ALL EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
FEDERAL LABOR RELATIONS AUTHORITY**

WE WILL negotiate with AFGE Local 506 (the Union) the appropriate arrangements for employees affected by the Administrative Roster implemented in January 2010. Negotiations will occur in accordance with the ground rules previously negotiated at the Coleman Complex. We will negotiate these issues until either (1) agreement is reached with the Union, (2) the Federal Services Impasses Panel asserts jurisdiction over the matter, or (3) bargaining is otherwise complete pursuant to the Federal Service Labor-Management Relations Statute.

WE WILL honor Article 18 of the local supplemental agreement which provides that each institution will maintain its own Correctional Services overtime roster.

THE PROCEDURE for directing sick and annual leave staff in a different institution is as follows. Each institution will initially exhaust its sick and annual leave staff roster. The lieutenant of a requesting institution, will request approval from the lieutenant of the second institution prior to assigning sick and annual staff to work in the requesting institution.

Department of Justice
Federal Bureau of Prisons
Federal Correctional Complex
Coleman, Florida

(Agency or Activity)

Dated _____

By _____
(Signature)

(Title)