



UNITED STATES GOVERNMENT
memorandum
FEDERAL BUREAU OF PRISONS
Federal Correctional Complex
Pollock, Louisiana

May 13, 2008

MEMORANDUM FOR ALL CONCERNED

FROM:

Joe Keener
Joe Keener, Complex Warden

SUBJECT:

Staff Augmentation Negotiations

The following information is provided as guidance to provide for the staff augmentation for Correctional Service. This signed agreement is based on the meeting held on May 13, 2008 with John Chelette, Union President; Jason Hillestad, Union Vice President; Rick Marques, Captain; and Kathryn Asken, Employee Services Specialist and Shawn Grant, Associate Warden.

- Non-uniformed staff will not be required to wear a uniform while temporarily assigned to work in correctional services. Normal duty attire will serve as appropriate dress for the post.
- Reverse seniority will be implemented when assigning non-custody staff to custody posts. With the exception of Unit Management, no more than one staff member from each department will be utilized at any given time.
- The following departments/positions will be exempt from the augmented roster:

Food Service Department
Medical Officer/Pharmacist/Dentist/Nurse/LPN
Department Heads
Trust Fund (all positions)
UNICOR (all positions)

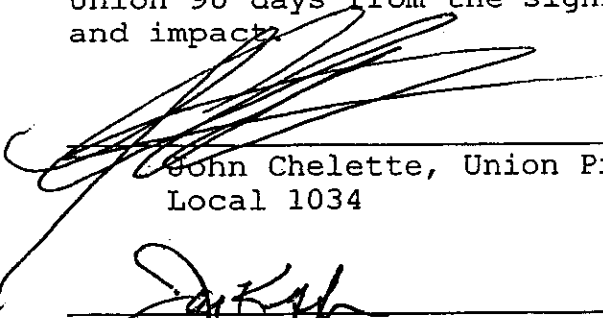
- Correctional Services (Lieutenants) will be responsible for maintaining a departmental roster indicating relief days and posts. (Example: Monday, May 19, 2008 - C Unit Relief - Financial Management Department)
Example attached.
- Department Heads will be responsible for maintaining the seniority roster for their particular department,

and for assigning their staff to cover relief posts. Staff will be assigned in reverse seniority and should be notified as far in advance of the assignment as is possible.


- Non-custody staff will retain their normal shifts and days off, unless notified 24 hours in advance. Sick and annual relief for custody will be utilized for weekend shifts. Management will not cancel an employee's scheduled annual leave for the purpose of filling the vacated positions.
- The Lieutenant filling the vacant position will be allowed some discretion in filling the position; i.e., medical escorts, etc.
- Once a department fulfills their assignment, the next department will be utilized on the roster.
- When a new or different assignment is known sufficiently in advance, each staff member may request a reasonable amount of duty time to read the post orders. Ideally, this should take place prior to or immediately upon assuming the post (if the nature of the post permits it). There may be occasions when there is no opportunity to read the post orders. In these cases, it is the responsibility of the employee to inform the employer of the fact they have not been able to read the orders. The Lieutenant will then advise the employee of the general requirements of the post and answer any questions. Employees assuming posts under these circumstances still have the responsibility of exercising sound correctional judgement based upon their training and experience and will make reasonable efforts to read the post orders as soon as practicable. After reading the post orders, the employee must sign and date the Post Order Review Sheet. This may be accomplished either in the Lieutenant's Office or on the site post.
- The Employer will make available through the Lieutenant's Office appropriate foul weather gear and a duty belt for non-correctional services employees assigned to correctional posts.
- Ordinarily, when a non-correctional services bargaining unit employee reports for their scheduled temporary duty assignment, if a shift change is required and the employee is not needed upon reporting for duty, the employee will be allowed to return to his/her regular

job assignment. The employee may be called back during that shift if a need arises.

- Management will give a union designated representative reasonable amount of official time to retrieve copies of roster changes from the Lieutenant's office on a weekly basis.
- *• The parties agree to reopen portions of this Memorandum if either party finds that portions of this Memorandum are causing an adverse impact on Bargaining Unit employees beyond that anticipated by the parties at the signing of the Memorandum.
- The parties agree that either party may, 15 days prior to the expiration of ninety days from the signing of this Memorandum, submit in writing to the other party that portion of the Memorandum that has created an adverse impact on Bargaining Unit employees. Such party must specifically outline the section of the Memorandum that is causing such adverse impact and specifically define reasons why there is an adverse impact.
- Within 10 days of receipt of such notice, the parties will hold a meeting to discuss the issues. If the parties cannot resolve their disagreement over the issues, either party may request the services of FMCS. If a mediator cannot resolve the differences, then either party may take the issue to FSIP.
- Both parties agree that while the issue of adverse impact is in dispute, the provisions of this Memorandum shall remain enforced as originally agreed until the issue is resolved by the parties, mediation or FSIP.
- The Memorandum will be revisited by Management and the Union 90 days from the signing to review the procedures and impact.



John Chelette, Union President
Local 1034



Joe Keffer, Complex Warden