

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISONS

<p>1. Grievant(s) A.F.G.E. Local 408 on behalf of all affected bargaining unit employees</p>	<p>2. Duty Station Federal Bureau of Prisons FMC Butner and FCI Butner 2 Butner, North Carolina</p>
<p>3. Representative of Grievant(s): E. Kirton, III, First Vice-President AFGE Local 408 Heidi R. Burakiewicz, Mehri & Skalet, PLLC</p>	<p>4. Informal resolution attempted with (name Person) Sara Revell</p>

5. Federal Prison System Directive, Executive Order, or Statute violated:
The Union alleges that the Agency is violating the overtime compensation requirements of Section 7 the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207(a), as well as the Office of Personnel Management ("OPM") regulations implementing the FLSA in the federal sector. See 5 C.F.R. Part 551; Title 5 of the U.S. Code. Additionally, the Union alleges that the Agency is violating the Master Agreement between the Federal Bureau of Prisons and the Council of Prison Locals including, without limitation: Article 3, Section b.

6. In what way were each of the above violated? Be specific.
The Agency requires FLSA non-exempt bargaining unit employees to perform work before and/or after their shifts without compensation. Among other things, the employees pick-up equipment, check-in with supervisors, observe, supervise, and correct inmate behavior, respond to emergencies, review the posted picture file, fill out paperwork, travel to their work sites, prepare for their shifts, and/or exchange information and equipment prior to the beginning of their shifts. The employees do some or all of this work in reverse after the conclusion of their shifts. This work is for the benefit of the Agency. Additionally, management's reassigning of employees to different job posts/positions further exacerbates the length of time spent performing work off-the-clock.

7. Date(s) of violation(s)
This is a continuing and ongoing violation. Pursuant to the FLSA's statute of limitations, the recovery period extends back three years prior to the date the grievance is filed and into the future until this grievance is resolved and/or the violation stops. As such, this claim would extend back to September 9, 2008 through the present and continuing into the future until this issue/grievance is resolved.

8. Request remedy (i.e., what you want done)
AFGE Local 408 seeks any and all relief available as a result of the Agency's failure to follow the Master Agreement and applicable laws as set forth above. The Union requests that the Agency correct its practices so to be compliant with applicable law. The Union requests that each affected bargaining unit employee who expresses an interest in receiving damages by signing the union's required forms be made whole in every way including, without limitation, an award of backpay, liquidated damages, and attorneys' fees and costs pursuant to the FLSA. 29 U.S.C. § 216(b). In addition, the Union requests interest and attorneys' fees and costs pursuant to the Back Pay Act. 5 U.S.C. § 5596(b).

<p>9. Person with whom filed Ike Eichenlaub</p>	<p>10. Title Regional Director</p>
<p>11. Signature of recipient</p>	<p>12. Date signed</p>

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

<p>13. Signature of Grievant(s) <i>Edwin Kirton/HRB</i></p>	<p>14. Signature of Representative <i>Edwin Kirton/HRB</i></p>
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