

MEMORANDUM OF UNDERSTANDING
AUGMENTATION PROCEDURES

This Memorandum of Understanding (MOU) is made and entered into between management officials of the Federal Correctional Complex (FCC), (Employer) and American Federation of Government Employees (AFGE) Local 408, (Union). This constitutes a collective bargaining agreement between the parties regarding augmentation procedures during periods of mandatory training required by Policy (See Attachment A) By mutual agreement, pursuant to the Master Agreement and 5 United States Code (U.S.C.), the following procedures shall be adhered to when management determines it is necessary to augment Correctional Services (Custody) with non-custody staff.

1. A master list (roster) of all non-custody bargaining unit staff will be established for the purpose of augmenting Correctional Services posts. The master list shall not include employees excluded by statute and/or regulation, i.e., UNICOR, Trust Fund, DAP, and other non-appropriated funded employees. The following employees will also be excluded from augmentation: medical providers (doctors, mid-level practitioners, nurse practitioners, nurses, paramedics, medical technologists, phlebotomists, medication technicians, nursing assistants and healthcare technicians); chaplains; cook foremen; powerhouse (CUP) operators.
2. The master list will place employees in order based on their seniority as established by the collective bargaining agreements, with the least senior staff member being at the top of the list and the most senior staff member being at the bottom of the list. The master list will be established and maintained by the Administrative Lieutenant or designee and the Union President or designee. The Administrative Lieutenant and the Union President shall periodically review the master list to ensure its accuracy. Any issues of concern with the master list which cannot be resolved will be brought to the attention of the Employer's LMR Co-Chairperson, who will meet with the Union President to resolve the dispute.
3. The master list will run continuously and will not be reset each calendar year.
4. The number of staff being augmented shall not exceed the number of correctional staff assigned to mandatory training from Correctional Services. Management will assign augmented staff to day watch posts Monday through Friday. Staff working an approved compressed work schedule will not have their hours changed and will work the additional hours in their assigned department or may request to utilize annual leave.

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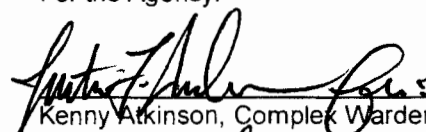
5. When it is determined how many staff will be needed for augmentation, the Administrative Lieutenant will notify the affected non-custody staff of the days available for them to submit their preference. All submissions will be forwarded to the BUH/Admin Lieutenant GroupWise mailbox for the FMC and to the BTF/Admin Lieutenant GroupWise mailbox for the FCI II and to the BUH/Union Press GroupWise mailbox. A roster committee consisting of representatives of management and the Union will be established to assign days. The augmentation master list (roster) will be posted on the P:/Group/Public/Augmentation folder for review. If an employee disputes the number of augmentations noted on the roster, said employee shall forward any complaints to the Administrative Lieutenant and the Union President. At the conclusion of the process, non-custody staff will be notified of their assigned days at least two (2) weeks in advance. Job assignments on the day of augmentation will be assigned by the Operations Lieutenant or designee.
6. If for some reason an employee cannot provide coverage, e.g., scheduled annual leave or sick leave, training, or scheduled days off, he or she will not be assigned to a custody post. However, said employee will retain their position on the master list and shall provide coverage when the next augmentation period is posted. Staff will continue to be augmented to Correctional Services until they actually work a post. Staff will not receive credit for augmentation unless they actually work the assigned augmented post.
7. Seniority and the number of augmented posts worked will be the determining factor in applying the procedures contained in this agreement. All employees will be required to work the same number of custody posts to ensure the process is fair and equitable.
8. If a department cannot spare a specific employee or employees due to work priorities or in cases where it would result in overtime for the affected department, the department head will need to obtain approval from their respective Associate Warden to exempt the employee(s) from augmentation. Said employee(s) shall retain their position on the master list and will be required to make up the missed augmentation. The responsible department head shall advise the Union as to the reason the employee could not provide coverage.
9. Department Heads will be responsible for adjusting workloads and assisting their staff to accommodate augmentation.
10. All bargaining unit staff assigned to an area will be given all required safety equipment, if appropriate.
11. Bargaining Unit staff will provide Augmentation in the Institution they are assigned regardless of the Local they are represented by. Each Local retains the right to grieve with the institution where the employee is assigned if they believe a violation of the process has occurred.

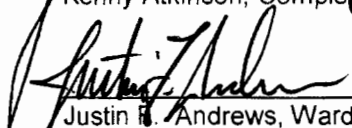
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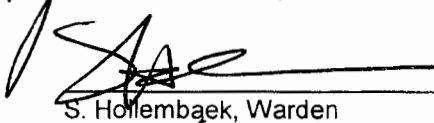
12. This agreement shall be in full force and effective until such time as both parties mutually agree to revise or change any provisions of the agreement. Either party may propose changes to the agreement at any time. However, one party may not unilaterally void this agreement.


Executed this 5th Day of January 2016

For the Agency:

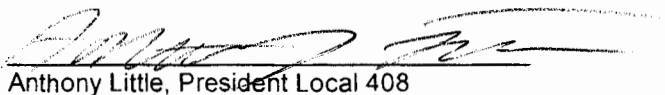

Kenny Atkinson, Complex Warden


Justin F. Andrews, Warden


S. Hollembaek, Warden


Thomas B. Smith, Warden

For the Union:


Anthony Little, President Local 408

Attachment A

Mandatory Training Required By Policy & Regional Requirements

This list will be used to determine Augmentation of Custody Posts in Accordance with the Memorandum of Understanding – Augmentation Procedures. This list may be updated as new Training Standards are issued. This list is not all exclusive, when there appears to be a conflict between Union and Management reference shall be made to the applicable Policy Statement and/or the current list of Bureau Mandatory Training Standards issued by Central Office.

1. Annual Refresher Training
2. Annual Firearms Recertification
3. Mandatory Sort Training – 96 Hours per year
4. Mandatory DCT Training – 40 hours per year
5. Regional Crisis Management Training as Scheduled