

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
COUNCIL OF PRISON LOCALS, LOCAL 408, (UNION) AND  
FEDERAL CORRECTIONAL COMPLEX, BUTNER, NC (AGENCY)**

The Federal Correctional Complex, hereafter referred to as the Agency and the Council of Prison Locals, Local 408, hereafter referred to as the Union, agree to the following in regards to the Nursing Department Overtime Program at the Federal Correctional Complex, Butner, NC.

Beginning with the execution date in this MOU, the following procedures will take affect when assigning overtime, voluntary and mandatory.

1. The Nursing Department overtime will be administered through the computerized overtime program.
2. The Nursing Department Overtime Roster Program will be accessible on all computer workstations at FCC Butner.
3. The Nursing Department Overtime Roster program will be broken down into the following work areas:
  - a. Behavioral Health
  - b. Fourth floor ambulatory care
  - c. Fifth floor A/D
  - d. Fifth floor B/C
  - e. Comfort Care
  - f. FMC Ambulatory Care
  - g. Oncology
  - h. Operating Room
  - i. Advanced Care Unit
  - j. FCI Ambulatory Clinic
  - k. FCI II Ambulatory Clinic
  - l. LSCI Ambulatory Clinic
  - m. FPC Ambulatory Clinic
4. The agency will provide a formalized class structured training inclusive of hands on step-by-step guidance on the use of the electronic roster program to all affected bargaining unit employees and will provide follow-up individual personalized guidance for affected bargaining unit employees upon request of the affected bargaining unit employee.
5. It is understood by the parties that the agency will retain all nursing overtime records for (2) years. The Overtime program will be monitored by the agency and the union to assure effectiveness and equitable distribution of overtime.
6. If at any time the Computerized Overtime Roster Program is down for more than (4) hours, the agency will revert back to paper log. If the computerized roster program is down less than (4) hours, overtime will be filled on a fair and equitable basis.
7. The parties agree that any qualified bargaining unit employee may sign up for nursing department overtime.

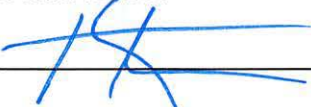
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8. The parties agree when management determines that it is necessary to pay overtime for positions/assignments normally filled by bargaining unit employees, qualified employees in the bargaining unit will receive first consideration for these assignments.
9. The bargaining unit employee will be allowed to sign up for Nursing Department overtime on the electronic overtime roster program at least (4) weeks in advance.
10. The bargaining unit employee may add or remove their request at any time.
11. Overtime calls will be made on a sequential basis. The first person called will be the first on the overtime roster.
12. All nursing department overtime to include 4, 8, 10 and 12 hour shifts will be covered through the overtime program.
13. In the event that the bargaining unit employee is working at FCC Butner at the time of the filling of the nursing department overtime shift, it is the responsibility of the agency to review all rosters and make contact with the employee at the area of their duty assignment.
14. Once contact is made with an employee and they accept or decline the overtime, they will be dropped to the bottom of the list.
15. If no contact is made, a voice mail (if available) will be left offering the bargaining unit employee the nursing department overtime. The manager will continue to attempt to fill the open nursing department overtime positions. If no contact is made with the bargaining unit employee, the bargaining unit employee's name will remain intact in the same place on the list.
16. The manager will annotate the outcome of the attempted contact (Accept, Decline, No Contact).
17. When a bargaining unit employee returns a missed call for nursing department overtime, they will be offered overtime if available within their original requested work area.
18. The parties agree that once the nursing department overtime roster has been exhausted, the agency may offer the overtime to any qualified staff (All Call).
19. Ordinarily, once a bargaining unit employee has accepted an overtime assignment post, that employee will not be pulled from that location to another work location. If that employee is required to move to another work location, they have the right to cancel their overtime without reprisal.
20. In the event an employee is skipped for overtime, the union reserves the right to remedy the violation pursuant to Article 31 of the Collective Bargaining Agreement.
21. The parties agree that in the event that the nursing department overtime roster has been exhausted, and all other methods to cover the available shift have been exhausted, the agency has the right to order bargaining unit staff to work overtime. This will be considered mandatory overtime.
22. When it is determined that the mandatory list must be used to cover an open shift, the roster for that specific area will be used.
23. A bargaining unit employee may only be assigned mandatory overtime as an extension to the end of a current work shift.

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24. A bargaining unit employee may not be given a mandatory overtime shift that exceeds a (16) hour work day.
25. A bargaining unit employee will not be assigned mandatory overtime on their last work day prior to starting annual leave.
26. Ordinarily, staff will not be assigned mandatory overtime on the day prior to a day off.
27. Staff will ordinarily not be assigned mandatory overtime on their day off unless there is an institution emergency requiring all staff to remain on post or at the institution, or all other options have been exhausted.
28. Bargaining unit employees, who have not been relieved by the end of their shift, will be credited for a mandatory overtime on the nursing department electronic computerized mandatory list.
29. Mandatory overtime hours will be hours worked in addition to the employee's regularly scheduled hours.
30. Once a bargaining unit employee has been given a mandatory overtime shift, they will rotate to the bottom of the electronic mandatory roster. They will not be given another mandatory shift until all available staff on the mandatory roster has been given a mandatory shift.
31. The parties agree that the union will be provided with management's plan for mandatory utilization of United States Public Health Services officers who are assigned to the nursing department at the Federal Correctional Complex in Butner, NC in a written format. The union requests to be provided with the access to the technology and written reports of management's plan as requested above in order to ensure the bargaining unit employee's rights are upheld in accordance with Article 18, section p. of the Collective Bargaining Agreement.
32. The parties agree that once finalized the electronic nursing overtime roster MOU will be revisited at six months after implementation. The parties agree that the nursing electronic overtime roster MOU or any specific section thereof can be revisited with a written notice at the request of either party. The electronic overtime roster MOU will remain in effect until a new Master Agreement is put into effect between the agency and CPL33.

FOR THE AGENCY



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Kenny Atkinson, Complex Warden  
Federal Correctional Complex  
Butner, NC

Executed 1/22/15

Date

FOR THE UNION

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Anthony Little, President  
AFGE, Local 408  
Butner, NC