

JUN 10

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISON

<p>1. Grievant(s) Tamara Jackson, LPN AFGE, CPL-33, Local 1612</p>	<p>2. Duty Station Medical Center for Federal Prisoners Springfield, Missouri</p>
<p>3. Representative of Grievant(s) AFGE Local 1612 Council of Prisons Local 33 American Federation of Government Employees</p>	<p>4. Informal resolution attempted with (name Person) Janet Beyer, DON</p>

5. Federal Prison System Directive, Executive Order, or Statute violated:

Including but not limited:

Master Agreement, Article 4, Section a, Section b, and Section c (Relationship of this agreement to Bureau Policies, regulations, and practices)

Master Agreement, Article 6, Section b (2) (Fairly and Equitable Treatment) by deliberately passing the Grievant multiple times for Overtime when fellow staff members were hired on different dates for the same Overtime posted.

Master Agreement, Article 18, Section p (1-2)(Hours of work regarding overtime assignments)

Master Agreement, Article 27, Section a (1) (Health, safety and wellbeing of employees involving the inherent hazards of a correctional environment)

Master Agreement, Article 36 (Human Resource Management) People are the most valuable resource of the BOP and every reasonable consideration must be made to fulfill the mission of the organization and will be achieved in a manner that fosters good communication among all staff.

Title 5, USC 6101 (a)(3)(E) (Basic 40-hour workweek; work schedules; regulations) by changing work schedules, in at least some cases, in order to avoid overtime or holiday pay premiums as awarded in the FLRA (Federal Labor Regulations Authority) No. 205.

Title 5, USC 7106 (b)(3) (Management rights)

Title 5, USC 5596 (Back Pay Act of 1966)

6. In what way were each of the above violated? Be specific.

On June 05, 2014, June 10, 2014, June 11, 2014 and June 14, 2014, Grievant was not afforded the opportunities to work authorized overtime posts available. Nursing Office sent out an email on 05/16/2014 listing all the overtime opportunities available for the pay period of June 1, 2014 to June 14, 2014, which also included all of the overtimes that the Grievant was not given the opportunity to work, even though the Grievant properly followed the established procedures by signing up to work overtime in the Nursing Overtime book. Grievant also personally spoke with multiple Nursing Supervisors and was told that all Overtime Posts had already been filled, when in fact; the post was vacated rather than hiring the overtime to fill the full 8 hours. On 06/04/2014, Grievant had a message on her phone that Nursing Office was calling regarding Overtime. When the Grievant returned the telephone call (in less than 30 minutes), Nursing Office stated they were calling about hiring overtime on 06/06/2014 on 10B from 2400-0800. Grievant at that time asked if the overtime on 06/05/2014 on 10B from 2400-0800 had already been filled and was told "yes, it was already filled". The post on 10B was not filled on 06/05/2014 and was vacated for half of the shift, hiring overtime only for a 4 hour portion, to avoid paying additional overtime.

On 06/10/2014, Grievant was signed up for overtime in the Nursing Overtime book for 2400-0800. No attempts were made to contact the Grievant to hire overtime prior to the start time of 2400 on 06/10/2014. The post on 10B was not filled on 06/10/2014 and was vacated for half of the shift, hiring overtime for only a 4 hour portion, to avoid paying additional overtime.

On 06/11/2014, Grievant was signed up for overtime in the Nursing Overtime book for 2400-0800. At approximately 2245 on 06/10/2014, Nursing Office called the Grievant and initially stated overtime was available for 06/11/2014 on SO4 from 2400-0800. Then the Nursing Supervisor explained to the Grievant that they could pull a sick and annual to cover the post on SO4 and instead hire the Overtime for 10A. Grievant declined the Overtime offered on 10A and explained that she could not report for duty by 2400 because it already was too close to time of hire, being just over one hour to start time. Grievant asked the Nursing Supervisor if the Overtime that was available on 10B from 2400-0800 was already filled and the Nursing Supervisor explained that "it was filled". The post on 10B was not filled on 06/11/2014 and was vacated for half of the shift, hiring overtime for a 4 hour portion, to avoid paying additional overtime.

11:55am

Warden's Office
 Received DATE: 7/9/14
 Returned DATE:
 Signature: *[Signature]*

On 06/14/2014, Grievant was signed up for overtime in the Nursing Overtime book for 2400-0800. No attempts were made to contact the Grievant to hire overtime. The post on 10B was not filled on 06/14/2014 and was vacated for half of the shift, hiring overtime for a 3.5 hour portion, to avoid paying additional overtime.

Grievant was skipped over for overtime opportunities four (4) different times in one pay period to avoid paying overtime. During the same pay period two (2) nurses were hired for the full 8 hour shift, specifically from the hours of 2400-0400, to cover the same 10B post/hours that were vacated when the Grievant was signed up for Overtime. The Grievant was only hired appropriately for an eight hour overtime one time during this pay period out of a possible five (5) when all correct measures were taken. The post of 10B from 2400-0800 was filled for the full eight hours on five other occasions during this pay period, one of which was filled by the Grievant, and the other four by fellow nursing staff. Fellow nursing staff filled the other four Overtime's for the full eight hours as posted on 06/03/14, 06/04/2014, 06/12/2014, and 06/13/2014.

On 06/05/2014, there was one fellow staff member and the Grievant signed in the Overtime book for the full 8 hours of 2400-0800. Both of which received messages, however, the fellow staff member did not return the call which would move the Grievant to the first one that should have been offered the full 8 hours as posted.

On 06/10/2014, there were two fellow staff members and the Grievant signed in the Overtime book for the full 8 hours of 2400-0800. One of which was hired for Overtime already from 2400-0800 on NO2 on 06/10/2014 and the other staff member that already worked Overtime on 06/09/2014. That would have put the Grievant as the first to hire for the full 8 hours as posted.

On 06/11/2014, there was one fellow staff member and the Grievant signed in the Overtime book for the full 8 hours of 2400-0800. The fellow staff member declined the Overtime available which would have put the Grievant as the first to hire for the full 8 hours as posted. Please also note that it appears clearly that the Overtime that was signed up and hired for 10B from 0330-0730 on 06/11/2014 was hired on 06/10/2014. In turn the Grievant was still signed up for the full 8 hour shift and precedence should have been given to fill the post as it is listed and bid for, rather than the avoidance of paying Overtime.

On 06/14/2014, there was one fellow staff member and the Grievant signed in the Overtime book for the full 8 hours of 2400-0800. The fellow staff member worked a previous Overtime on 06/10/2014, which in turn, would put the Grievant as the first to hire for the full 8 hours as posted.

By following the Overtime sign up procedures set forth by the Nursing Department, the Grievant was denied a total of 32 hours of Overtime, as explained above.

The union has attempted informal resolution; however, informal resolution efforts have been unsuccessful.

7. Date(s) of violation(s):

Current incident ranging from June 03, 2014 to June 14, 2014.

8. Request remedy (i.e., what you want done):

1. To make Mrs. Jackson whole as per Title 5, USC 5596 (Back Pay Act of 1966).
2. The agency to cease and desist, and follow all statutes, laws, regulations, and all rules.
3. To be compensated for any damages incurred during these violations including but not limited to monetary damages.
4. Any remedies deemed necessary by a third party or arbitrator.
5. Agency to pay for all costs incurred for violations: including but not limited to attorney fees.

9. Person with whom filed:
Linda Sanders

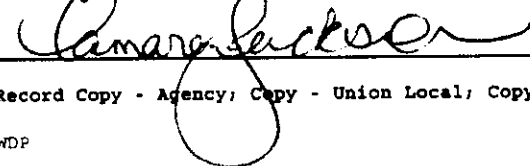
10. Title:
Warden

11. Signature of recipient:

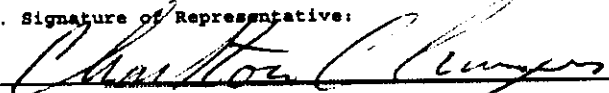
12. Date signed:

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

13. Signature of Grievant(s):



14. Signature of Representative:



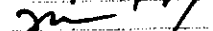
Record Copy - Agency; Copy - Union Local; Copy - Council of Prison Locals; Copy - Grievant.

Prescribed by P3713

Warden's Office

Received DATE: 7/9/14

Returned DATE: 7/9/14

Signature: 

This form replaces BP-176(37) Dated 09/08/04.