

NEGOTIATED SETTLEMENT AGREEMENT ON SETTING DIALYSIS ROSTERS

The Quarterly (14 week) Dialysis Roster will be prepared in accordance with the below listed procedures.

A Roster Committee shall be composed of one or more, and not to exceed three Nursing management staff and two Union representatives (assigned by the Union President).

A blank roster will be posted seven weeks prior to the upcoming quarter, this will give staff advanced notice and the opportunity to submit their preference request. Normally, there will be no changes to the blank roster after it is posted. If there is a change, management will notify the Union in writing to discuss the changes.

Any employee failing to submit a shift request form by the posted cut off date, shall be considered to have no preference.

Shift requests may be for any reason, if school is a priority please attach schedule. Requests shall be granted in order of seniority.

Seniority is defined in Article 19 of the Master Agreement.

Staff must use the shift request form to apply for a post. Staff are encourage to put in for the number of posts that equals their seniority number. For example: number 9 on the seniority roster should select 9 posts. Staff are encouraged to also place shift or day's off preference on their form, should all the posts on their shift request be filled. Failure to fill out proper request will result in the Roster Committee deciding where to place the staff member.

The roster committee will meet and formulate the roster assignments no later than five weeks prior to the effective date of the quarter change. The completed draft will be posted immediately and all staff will have one week to submit any complaints or concerns. No later than the following Wednesday, Management and the Union will meet to discuss the complaints or concerns received, and make any adjustments as needed.

The Roster Committee will forward the final quarterly roster through the Union Representative, Director of Nursing, AW Medical and to the Warden for final approval. The completed nursing roster will be posted no later than 3 weeks prior to the effective date of the quarter change.

A copy of the approved roster and a copy from the roster committee will be provided to the Union Representative as outlined in the Master Agreement, Article 18, Section d.

It is understood and agreed that conversations which take place during the proceedings of the Roster Committee are confidential in nature and disclosure of the content or nature of these conversations is not to take place. This does not preclude union or management using statements made when procedures are violated.

A Sick and Annual list will be posted in the Nursing Office for the nurses to review and verify accuracy at the time the blank roster is posted. Staff should feel free to notify the Union and address any concern with the administration for clarification.

Non-rotational/non-sick and annual post will be for trainees or students. This post is to allow for flexibility.

Those requesting Sick and Annual posts as their first choice of roster assignments will be assigned Sick and Annual posts as long as such posts are available. Requests shall be granted in order of seniority.

No Nurse will be required to work two consecutive quarter's of sick and annual rotation unless it is their preference on the shift request. Any Nurse who is assigned a Sick and Annual post either through their request or through the normal rotation will be moved to the bottom of the Sick and Annual Rotation list.

RN's & LPN's/TECH's, will share Sick and Annual assignments, in a fair and equitable ratio that represents RN's, LPN's/TECH's.

If Sick and Annual is an alternative choice, that nurse should be assigned Sick and Annual if their other choices are unavailable. Unavailable is understood to mean already assigned, or that the nurse requesting the post does not possess the qualifications necessary to work that post. Seniority will be the tie-breaker.

New employees are routinely assigned to the Sick and Annual Roster for orientation purposes. New employees will be required to work a full quarter of sick and annual, the exception is if a sick and annual post has been filled by seniority. There may or may not be a sufficient cadre to provide adequate Sick and Annual coverage, so experienced staff will have to take their turn on the Sick and Annual Roster.

Ordinarily, scheduled sick and annual relief assignments will be posted at least two weeks in advance.

In compliance with Master Agreement Article 18, section 1. and 5 CFR management will consider special requests based on temporary restrictions, health conditions, injuries, etc, that temporarily render the employee unable to work certain posts and/or shifts.

The roster will have both 8 hour and 10 hour shifts. This will be in accordance with the MEO.

The remainder of any other issues on setting the Nursing Roster will be in accordance with the Master Agreement and Supplement Agreement and should be discussed with the Union prior to setting the Roster.

This agreement will initially be for a one year trial period. During this time period, Management and the Union may evaluate these procedures as needed in order to determine their effectiveness.

In the absence of either party requesting to negotiate changes at the end of this one year period, it is understood these procedures will continue.

It is understood by all, nothing in this agreement shall override the terms of the performance decision resulting from the A-76 streamlined competition conducted for the dialysis functions. Terms of this agreement shall be changed at any time if determined by the Agency Tender Official (ATO) to be in conflict with the terms of the Letter of Obligation (LOO), Most Efficient Organization (MEO), Performance Work Statement (PWS), Quality Assurance Statement Plan (QASP), or any other aspect of meeting the performance terms of the contract.

Les Dye 5-15-06
Les Dye Date
President of local 1612

Karrie Wright, RN 5/18/06
Karrie Wright, RN Date
Representative for the Union

Janet Beyer, ADON 05/18/06
Janet Beyer, ADON Date

Rodney Chandler, AW 5/19/06
Rodney Chandler, AW Date

Robert E. McFadden, Warden 5/19/06
Robert E. McFadden, Warden Date

Lang W. Chandler 1/7/15
1-7-15
Renewed & sustained

NEGOTIATED SETTLEMENT AGREEMENT ON SETTING NURSING ROSTERS

The Quarterly (14 week) Nursing Roster will be prepared in accordance with the below listed procedures.

A Roster Committee shall be composed of one or more, and not to exceed three Nursing management staff and two Union representatives (assigned by the Union President).

Prior to posting the blank roster each quarter, management will review and adjust current number of post to equal current staffing numbers and will review with the union prior to posting the blank roster. A blank roster will be posted seven weeks prior to the upcoming quarter, this will give staff advanced notice and the opportunity to submit their preference request. Normally, there will be no changes to the blank roster after it is posted. If there is a change, management will notify the Union in writing to discuss the changes.

Any employee failing to submit a shift request form by the posted cut off date, shall be considered to have no preference.

Shift requests may be for any reason, if school is a priority please attach schedule. Requests shall be granted in order of seniority.

Seniority is defined in Article 19 of the Master Agreement.

Staff must use the shift request form to apply for a post. Staff are encourage to put in for the number of posts that equals their seniority number. For example: number 9 on the seniority roster should select 9 posts. Staff are encouraged to also place shift or day's off preference on their form, should all the posts on their shift request be filled. Failure to fill out proper request will result in the Roster Committee deciding where to place the staff member.

The roster committee will meet and formulate the roster assignments no later than five weeks prior to the effective date of the quarter change. The completed draft will be posted immediately and all staff will have one week to submit any complaints or concerns. No later than the following Wednesday, Management and the Union will meet to discuss the complaints or concerns received, and make any adjustments as needed.

The Roster Committee will forward the final quarterly roster through the Union Representative, Director of Nursing, AW Medical and to the Warden for final approval. The completed nursing roster will be posted no later than 3 weeks prior to the effective date of the quarter change.

A copy of the approved roster and a copy from the roster committee will be provided to the Union Representative as outlined in the Master Agreement, Article 18, Section d.

It is understood and agreed that conversations which take place during the proceedings of the Roster Committee are confidential in nature and disclosure of the content or nature of these conversations is not to take place. This does not preclude union or management using statements

made when procedures are violated.

The employer will make every reasonable effort, at the time of the quarter change, to ensure that no employee is required to work sixteen consecutive hours against the employee's wishes.

A Sick and Annual list will be posted in the Nursing Office for the nurses to review and verify accuracy at the time the blank roster is posted. Staff should feel free to notify the Union and address any concern with the administration for clarification.

Those requesting Sick and Annual posts as their first choice of roster assignments will be assigned Sick and Annual posts as long as such posts are available. Requests shall be granted in order of seniority.

No Nurse will be required to work two consecutive quarter's of sick and annual rotation unless it is their preference on the shift request. The exceptions to this is Nurses who have permanent assignments to such posts as Operating Room, Recovery Room, etc. Any Nurse who is assigned a Sick and Annual post either through their request or through the normal rotation will be moved to the bottom of the Sick and Annual Rotation list.

The staff member that works more than 7 weeks on a post will be credited for working that post.

RN's and LPN's will all be classified as a "nurse" on the Sick and Annual roster. There will be no separation of titles. Therefore, this will be done by chronological order and reverse seniority based upon the last quarter the employee worked the sick and annual relief shift.

If Sick and Annual is an alternative choice, that nurse should be assigned Sick and Annual if their other choices are unavailable. Unavailable is understood to mean already assigned, or that the nurse requesting the post does not possess the qualifications necessary to work that post. Seniority will be the tie-breaker.

New employees are routinely assigned to the Sick and Annual Roster for orientation purposes. New employees will be required to work a full quarter of sick and annual, the exception is if a sick and annual post has been filled by seniority. There may or may not be a sufficient cadre to provide adequate Sick and Annual coverage, so experienced staff will have to take their turn on the Sick and Annual Roster.

Ordinarily, scheduled sick and annual relief assignments will be posted at least two weeks in advance.

Bump Rule- It is understood that nurses who have been assigned to the same post for two consecutive quarters can be "bumped" off that post by any other nurse, regardless of seniority.

Clarification of what is a post. 8 hour and 12 hour posts are considered two separate posts. For example: The nurse can work two quarters of 12 hours, and then put in for the 8 hour post on the same unit. The nurse that worked 2 quarters of 12 hours, can put in for another 12 hour post (same shift and same unit) but may be bumped by a lower seniority nurse. The nurse can remain on 12

hours as long as that nurse request a different shift or different unit.

In compliance with Master Agreement Article 18, section 1 and 5 CFR management will consider special requests based on temporary restrictions, health conditions, injuries, etc, that temporarily render the employee unable to work certain posts and/or shifts.

The roster will have both 8 hour and 12 hour shifts. No staff is required to work a compressed work schedule without their written permission.

The remainder of any other issues on setting the Nursing Roster will be in accordance with the Master Agreement and Supplement Agreement and should be discussed with the Union prior to setting the Roster.

This agreement will initially be for a one year trial period. During this time period, Management and the Union may evaluate these procedures as needed in order to determine their effectiveness. In the absence of either party requesting to negotiate changes at the end of this one year period, it is understood these procedures will continue.

This memo of understanding does not pertain to Dialysis.

R. Hursh 10/27/05
Richard Hursh Date
President of local 1612

Karrie Wright 10/27/05
Karrie Wright, RN Date
Representative for the Union

Kerry Coursen 10/27/05
Kerry Coursen, DON Date

Rodney Chandler 10/25/05
Rodney Chandler, AW Date

R. E. McFadden 11/1/05
Robert E. McFadden, Warden Date

K. Brittle 1/7/15
Rodney Chandler 1/7/15 - Renewed & Sustained

Non-Custody Augmentation

This Memorandum is being created as clarification and guidance regarding the filling of correctional posts by non-custody staff. This process has been reviewed by the union and management and it was determined that the following steps will be utilized to fill positions and shall be adhered to when doing so.

1. No non-custody staff will be augmented to a custody post until all correctional officers on day watch are utilized. Although the agency has the right to assign, typically they should not pull special assignment officers already scheduled on off shifts to day watch for the sole purpose of preventing an augmentation.
2. Management will only augment the custody roster with non-custody staff during Annual Refresher Training (including firearms), Emergency Preparedness Team Training, mock scenarios, or an annual one day custody retreat. The agency will not arbitrarily or capriciously create training in order to utilize this procedure. Staff being utilized for emergency trips, or a use of force situation will not be given credit as augmentation. Any qualified staff member at any time can be utilized for this purpose. If the staff member is not qualified to do so, they will replace a correctional staff member who is qualified. Nothing in this memorandum will limit or infringe upon management's right to assign bargaining unit staff where needed during an institutional emergency.
3. A master list of all non-custody staff, except those excluded by statute, regulation or in positions which cannot be vacated will be established for the purpose of augmenting. This initial list will be mutually compiled by management and the Union and will be broken down by department. The more staff a department has the more frequently the department will be called upon to assist.
4. Each Department Head will be given an initial list of their assigned staff and they will be responsible for updating the list and maintaining accuracy. The departmental lists will be organized in a fashion that places staff in order based on their seniority using their Bureau of Prisons EOD, with the least senior being at the top of the list and the first to be augmented. When a staff member is augmented, they will go to the bottom of the list. No staff member will be required to be augmented twice, until every staff member has been augmented once, unless no other staff member is available. Four or more hours of augmentation will be required to count as an augmentation period for the purpose of the list. If a staff member is on annual leave, training, scheduled day off, and cannot work their assigned augmentation shift, they will be passed over on the list, but will remain next to be augmented. Staff will only move down the list after they work four or more hours on a custody post. The only exception to this rule is

emergency medical trips. Staff will not be utilized to fill behind correctional services if their assignment will create overtime for their respective department.

5. As much notice as possible will be given to a staff member that is required to work a custody post. Obviously there will be occasions when staff will not be afforded much advance notice. Staff being utilized for a use of force, shakedowns, lockdowns, etc., will not count as an augmentation.
6. There will be occasions that staff may be adjusted to work a post other than the post vacated. Control #1, SHU, and the Rear Gate will be filled by a qualified, trained correctional officer who has the knowledge, skills and ability to serve in that post. With the exception of these posts, no correctional officer will be roster adjusted from their quarterly post to create an opening for augmented staff and augmented staff will not be re-assigned from a vacant post to accommodate a correctional officer.
7. It is the responsibility of each department head to maintain and update their departmental list and provide a copy of their updates to the Union Secretary at the time of adjustment. They will also be responsible for notifying their staff when called by the Lieutenant with the date and post to be filled. It is the department heads responsibility to ensure their staff are on the assigned post in a timely manner. The department head should plan ahead and ensure their staff know the hours the post must be filled and adjust accordingly. In the event a staff member was given short notice and their hours of work do not coincide with the correctional post, the department head will make appropriate arrangements to get the staff member relieved by another employee in their department. Overtime will not be incurred and shall be avoided in accomplishing this task.
8. In the event a staff member believes there is an error to the assignment or tracking of the departmental augmentation roster, they should immediately bring it to the attention of their respective department head. If they do not feel comfortable with the resolve, they will bring it to the attention of the union.
9. In the event a department head cannot spare the selected staff member for any justifiable reason, they will immediately contact their respective Associate Warden and request written approval to have the staff member passed over on the list. This should be a very rare occurrence and the Warden will be provided a copy of the notification of any exceptions.
10. Management and the Union will address and attempt to resolve any issues that may arise on a case by case basis.

Updated 10/11/2012 J. Moorhead, AW(P)
Reviewed by: Union Official

J. Moorhead
Larry W. Castle

K3246044
1/7/15

Larry W. Castle - 1-7-15