

BP-S176.037 FORMAL GRIEVANCE FORM CDFRM

MAY 94

U. S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISON

<p>1. Grievant(s)</p> <p>Council of Prison Locals 33 All bargaining unit employees</p>	<p>2. Duty Station</p> <p>Roger Payne, NST FCI-Forrest City</p>
<p>3. Representative of Grievant(s)</p> <p>Roger Payne, NST Council of Prison Locals 33</p>	<p>4. Informal resolution attempted with (name Person)</p> <p>Christina Griffith, Chief of LMR All Health Services staff and executive staff at the February National LMR</p>

5. Federal Prison System Directive, Executive Order, or Statute violated: There is NO requirement for specificity per the Master Agreement. If you need assistance or clarification with anything in this grievance, please contact Roger Payne, NST Council 33. Including, but not limited to the following provisions of the contract; Master Agreement, Master Agreement's Articles 1,3,6, and 7, 5 U.S.C. 7101, 7106, 7114, 7117 (Master Agreement - Article 3), 5 USC 7116(a), 1, 2, 5, 7 and 8, Operation memorandum - Primary Care Provider Teams and the Health Services Manual, Patient Care Program Statement. Also, a failure to negotiate and negotiating in bad faith is charged. Civil Service Reform Act of 1978. See Block 6.

SEE BELOW FOR DETAILS

IF YOU HAVE ANY QUESTIONS ON THE ABOVE, PLEASE CONTACT ROGER PAYNE, NST, COUNCIL OF PRISON LOCALS 33

6. In what way were each of the above violated? Be specific. (But not limited to).

The Agency has denied the Union from representing the Bargaining Unit staff. The Agency does not recognize the Council of Prison Locals 33 as the sole and exclusive representative for the bargaining unit as they bypassed the Union and directed bargaining unit staff to assign care levels on every inmate in the Bureau of prisons without negotiating this new proposed policy even though it was stated that the Agency has been working on this since approximately 1993 as stated by the Agency in National LMR in February 2006. This implementation violates the contract and is an unfair labor practice. The Union negotiated all health services program statements in an approximately 4 year process with the Agency to update all health services policies. The Agency did not present the "care levels" during this process even though they had every opportunity to do this many times before implementing. The Agency freely chose not to do this.

The Union was not afforded an opportunity to negotiate such changes in these employees' working conditions. This was a change in past practice and was never presented to the Union. This is bad faith bargaining on behalf of the Agency. By the Agency's failure to negotiate or present the Union these proposed changes is due to the Agency failing to recognize the Union as the exclusive representative of the bargaining unit employees and the Agency failed to provide an opportunity for the Union to properly represent these employees. This was never presented before implementation. This is a failure to negotiate in good faith. This is a violation of the Union's rights. This is a direct violation of the Master Agreement's Articles 2,6,7 and 8, as well as negotiated agreements, 5 U.S.C. 7101, 7106, 7114, 7117, the Civil Service Reform Act of 1978, as well as national policy, procedures and directives therein.

The union negotiated the Primary Care Provider Teams both as an Operations Memorandum and as part of the Patient Care Program Statement. The Agency negotiated these issues and agreed, of there on free will, that the Agency would not force any staff member to move, be displaced from their position or duty station, in order to achieve the PCPT models. It was agreed that this would occur by attrition. This is a system of patient care to resemble the health care delivered in a community doctor's office. This was discussed at length by management and the Union and it was stated over and over that no staff would be displaced. It was further put into the OM on Primary Care Provider Teams and the Program Statement on Patient Care that attrition would be how this was achieved. Management and the Union went into time intensive details on how this would work and how present staff would assume the different duties and as staff were promoted, retired, quit, transferred, etc., staffing to fit the models would replace them. This is the same agreement that the health services re-engineering group agreed too in approximately 1998-2000. The Agency chose to agree to this on both occasions. They made this decision and agreement of their on free will. The Agency agreed to staffing models and told the Union that the Regional Directors would have to provide the positions if the PCPT's would be implemented or work effectively. The Agency further put into the Operations memorandum and Patient Care Program Statement if proper staffing was not provided that it would decrease the quality of care.

The health services staff, management and Union, present in the February national LMR meeting all agreed that it was always the agreement that no staff would be forced to relocate or loose their position. Those present that were part of the workgroup negotiations were, Dr. Nelson, Roger Payne and Chuck Pickens. All agreed that this was the intent of the Operations Memorandum, Program Statement, work group and re-engineering group.

The Agency put out a notice to displace health services staff based on "care levels" and the "Primary Care Provider Teams" to force staff to relocate, exactly what they had agreed NOT to do in the re-engineering group, Operations Memorandum on Primary Provider Teams, Program Statement on Patient Care, work group and re-engineering group. Care Levels have been proposed for negotiations in a workgroup but this group has not met nor has it be proposed to all Local Presidents for formal negotiations.

The Union attempted informal resolution on more than one occasion but the Agency stated they would not follow what they agreed too. The Union remains open to informal or formal resolution. It is ironic that the Agency, in the same National LMR meeting, argued on a prior issue that they were bound by their word to do exactly what they had agreed to do in a National LMR meeting about two years ago. They then turned in the opposite direction on this issue when they had agreed to not displace staff in the Health Services policies, negotiations and work groups. After their policy came out last year, they now are doing exactly what they agreed that they would NOT do.

IF THE AGENCY OR ITS REPRESENTATIVES HAVE ANY QUESTIONS OR CONCERNS REGARDING THIS GRIEVANCE OR ANY OF THE STATED VIOLATIONS PLEASE CONTACT ROGER PAYNE, NST, COUNCIL OF PRISON LOCALS FOR CLARIFICATION! THE UNION IS WILLING TO MEET AND ATTEMPT RESOLUTION AT ANY TIME.

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7. Date(s) of violation(s) This is a continuous and on going violation from the time the January 24, 2006 notice was received by the Union. This violation has continued every day to present.

8. Request remedy (i.e., what you want done) (BUT NOT LIMITED TO)

1. All changes be presented to the Union before Implementation so the Union has the opportunity to negotiate any changes in past practice, policy, procedures and working conditions.
2. Cease and desist from violating the Unions rights and return to status quo anti.
3. Retract ALL changes made by the Agency that were not presented to the Union before Implementation.
4. A nationwide Agency posting of not less than 90 days stating that the Council of Prison Locals 33 (Union) is the sole and exclusive representative for all bargaining unit employees.
5. The Agency be ordered to negotiate ground rules and negotiate all changes invoked on by the Union.
6. The Agency pay for all cost related to their failure to comply with the Collective Bargaining Agreement (Master Agreement) and 5 U.S.C.
7. The Agency pay for all attorney's fees.
8. That the Agency abide by their agreement to not displace health services staff and resend all notices to bargaining unit staff. The Agency be required to pay for all cost to relocate all bargaining unit employees that were affected in any manner by their actions to their original positions and duty stations.
9. The Agency Provide the positions as agreed to in the Primary Care Provider Teams Operations Memorandum and Patient Care Program Statement to each institution.
10. All references to "care levels" be rescinded until it is properly presented and negotiated through a Program Statement or Operations Memorandum and implemented as policy.
11. Any other relief requested at the hearing or in a brief.
12. Any relief the Arbitrator deems necessary.

9. Person with whom filed Harley Lappin, Director Christina Griffith, Chief of LMR	10. Title Director, Bureau of Prisons
11. Signature of recipient Via fax and certified mail	12. Date signed Via fax and certified mail
I hereby certify that efforts at informal resolution have been unsuccessful.	
13. Signature of Grievant(s) Roger Payne for the Bargaining Unit Council of Prison Locals 33	14. Signature of Representative Roger Payne, NST Council of Prison Locals 33

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

(This form may be replicated via WP)

This form replaces BP-176(37) Dated October 1984.