

1. Grievant(s) AFGE Local 3809	2. Duty Station - Federal Correctional Institution, Big Spring, Texas
3. Representative of Grievant(s) Cathy New, President Local 3809	4. Informal resolution attempted with (name person) Ty Baxter, AW Michael Cross, ESM
5. Federal Prison System Directive, Executive Order, or Statute violated: Master Agreement, Article 6, (b) Master Agreement, Article 19 5 USC corresponding to the Master Articles	
6. In what way were each of the above violated? Be specific. In January 2008, after being contacted by numerous staff who were unhappy about the procedures used for scheduling annual leave in the Facilities Department, the President of Local 3809 contacted the Facilities Manager to attempt to correct procedures in accordance with the Master Agreement. President New asked the Manager to set up a meeting during which the annual leave could be discussed and finalized in a round table type format. On February 4, 2008, during a meeting in the Facilities Department, the Facilities Manager Johnnie Sevey was asked a question by the Local President regarding the annual leave schedule of the Facilities Assistant and Engineering Tech. Manager Sevey interrupted the question and advised President New that she would not be allowed to speak at the meeting. He stated the meeting was not a union meeting and if she wanted to have a union meeting, she would have to conduct one during off-duty hours outside of the fence. Later in the meeting, Manager Sevey presented two annual leave procedure choices to the staff. He indicated that they could agree to do the annual leave like last year or they could do it just by seniority like the Master Agreement states. He continued by labeling these Plan One and Plan Two. Under Plan 1, the employees would continue to get five staff per week. Under Plan 2, they would only get 4 staff per week and the office staff would be in the group picking with the maintenance work supervisors. The action was retaliation for getting the Union involved. Manager Sevey specifically told staff they should have contacted him but they talked to Mark Hyatt instead. Mark Hyatt is the union steward for the department. He continued by stating - you had five last year but there will be four this year because you wanted it to be changed. The staff were intimidated by Manager Sevey and voted to use Plan 1 because they believed Plan 2 was intentionally made worse than before and it penalized the office staff. Staff also discussed that the ten (10) maintenance worker supervisors should not have individual limitations placed on them by the Facilities Manager. He arbitrarily picks two staff who will not be allowed to take leave at the same time even though their position descriptions and qualification are the same. Even after having lengthy conversations with his workers, Manager Sevey arbitrarily denied annual leave requests in violation of the Master Agreement. ** If any part of this grievance is not clear, please contact Cathy New.**	
7. Date(s) of violation(s) February 4, 2008, and continuing	
8. Request remedy (i.e., what you want done) a) All attorney, legal fees and expenses incurred in the processing of this grievance be reimbursed by the agency, b) The arbitrator issue a cease and desist order against the supervisors and the agency to stop any further actions of this nature, c) The arbitrator retain jurisdiction over the case to ensure no reprisals, harassment or intimidation of employees as a result of this grievance and/or participation in the grievance process, d) The Agency be ordered to negotiate fair and equitable annual leave procedures with the Union that will allow adequate coverage yet not violate the rights of the workers, and e) The Union be granted suitable compensations and any other remedy the arbitrator deems appropriate to make the employees whole.	
9. Person with whom filed	10. Title
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