

1. Grievant(s) Council of Prison Locals C-33	2. Duty Station National Council
3. Representative of Grievant(s) AFGE, COUNCIL OF PRISON LOCALS, SERVP	4. Informal resolution attempted with (name Person) C. Griffith and C. Wade, Labor Management Branch

5. Federal Prison System Directive, Executive Order, or Statute violated: **5 USC, Master Agreement, not limiting Article 3, 4, 5, 6, 7, 16, Article 25, P.S. Telephone Regulations, and any other applicable laws, rules and regulations.**

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

It continues to be the practice of the Federal Bureau of Prisons to bypass the National Council, the exclusive representative, when it initiates technological programs, changes/initiatives (e.g., operational/technological) in the field that affects the working conditions and the conditions of employment of the bargaining unit employees. One such initiative implemented in the field, was the INTRUDER phone system. This system was unilaterally implemented without providing the National Council any notice and/or an opportunity to bargain over the impact change in working conditions. On January 9, 2008, the Union received a response from the Central Labor Management Relation's Branch, claiming the INTRUDER phone system was not a telephone system, but rather a recording device which basically replaced older technology back in 2004. Management claimed there were only a de minimus technology changed and, basically, inference that there was never a duty to bargain. The Union has learned every BOP facility has created local policy issuances and/or developed procedures regarding the use of this equipment, yet, no National Policy requires such. There is no mention of this equipment (technological change) in any Program Statement, Operations Memorandum, etc. Yet, every Regional Office has mandated that every institution must listen to 15-20 % of all live/prerecorded inmate telephone call. Most institutions, in order to meet this mandate has unilaterally reorganized/transferred these job functions to other bargaining unit staff who work outside of the Special Investigative Department (e.g., Unit Team, Health Services, ISM, Business Office and Facilities, etc.)

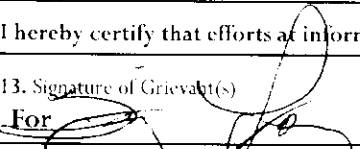
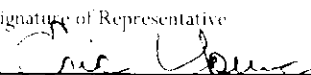
work that is inherently investigative and work that was previously performed by Special Investigative Technicians (e.g., GS-0303-8) in a different work series. Staff are now required to listen and log up to ten or more phone calls a day. The agency unilaterally made the decision to reorganized and/or transferred these duties to all bargaining unit staff to perform on a regular and routine basis. This is a violation of Article 16, other duty as assigned, which indicates it is understood, will not be used to regular schedule work to an employee that is not reasonable related to the employee's basic job description. More important, in some instances, you have lower grader positions performing duties of a higher graded position without being temporarily promoted. Contrarily, the Union believes this technological change has had more than de minimus effect on employees' working conditions, thus, permitting this Council the right to negotiate over the impact of the change. The National Council believes the agency is ignoring the clear and plain, English language in the parties' CBA and its own policies. We contend, the agency is not only violating the Union's rights, it is also violating the employees' rights in Article 6 the right to have all provisions of the CBA adhere to. In this case, we believe Article 25 is being repudiated. We also contend, Article 3 and 4 have also been and continue to be repudiated.

7. Date(s) of violation(s) **January 9, 2008 and continuing daily**

8. Requested remedy (i.e., what you want done) **Order a cease and desist and a status quo ante relief; Order INTRUDER phone system be included in the Telephone Regulations or equivalent policy, and routed through the National Council per Article 3; Order all qualified bargaining unit employees in lower graded jobs be reimbursed for lost wages for performing duties of a higher graded position; Order a sixty (60) days posting BOP wide; award reimbursement of attorneys' fees; and any other action deemed appropriate by a third party.**

9. Person with whom filed Cristina Griffin on behalf of Harley Lappin, Director	10. Title Chief of Labor Management Relations
11. Signature of recipient	12. Date signed February 8, 2008

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

13. Signature of Grievant(s) For 	14. Signature of Representative 
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