

# SETTLEMENT AGREEMENT

In full and final resolution of all issues raised in the charges and the complaint in FLRA Case No. DA-CA-01-0386, the parties have entered into the following agreement:

**American Federation of Government Employees, Local 171 (Union), agrees that:**

- A. The FLRA will be notified immediately upon the signing of this agreement by both parties, that the above named Union has withdrawn its charges in Case No. DA-CA-01-0386.
- B. Communication of overtime assignments to bargaining unit staff on the Custodial Overtime Call Sheet may take place verbally in person or utilizing a variety of communication means. Management will not be required to limit the communication of overtime assignments to bargaining unit staff to the use of a telephone in the Lieutenant's Offices.
- C. The Union may make a timely written request, no later than 4 working days after the Custodial Overtime Call Sheet of concern, to review available redacted telephone call transactional data for the overtime call-out telephone extension established as set forth below in the Lieutenant's Office. The Union will review this data with a Representative of Management who is not a member of the Correctional Services Department. The written request must be hand delivered to the Warden's Secretary or transmitted by fax to the Warden's Office between the hours of 7:30 a.m. to 1:00 p.m. Monday through Thursday, excluding federal holidays.

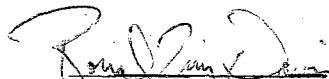
**The Federal Bureau of Prisons, Federal Correctional Institution, El Reno, Oklahoma (Management), agrees that:**

1. Management will establish, within 30 days from the date the complaint in FLRA Case No. DA-CA-01-0386 has been dismissed, an extra telephone extension in the Lieutenant's Offices designated as an extension to be utilized for placing overtime call-outs for overtime offers made by telephonic communication.
2. The format of the Custodial Overtime Call Sheet will be changed to include, at a minimum, the current information on the Custodial Overtime Call Sheet and the initials of the Lieutenant documenting attempted contact with a staff member on the call sheet for an overtime assignment.
3. Management will exercise its rights under the Federal Service Labor-Management Relations Statute and accordingly may take action it deems necessary to correct any irregularities related to bargaining unit employees that were not called for overtime in accordance with the overtime call procedures.
4. Provided the Union makes a written request in a timely manner, Management will permit the Union to review within 10 calendar days, excluding federal holidays, redacted available telephone call transactional data for the overtime call-out extension only. The telephone call transactional data will be redacted to show the Dialed Number and the Start, Answer and End dates and times.
5. Management will attempt to preserve the telephone call transactional data for the overtime call-out extension within 2 days, Monday - Friday beginning with the date the proper written request is received. Such data will be retained for a minimum of 40 calendar days from the date it is made available for review by the Union.

Both parties agree that the transaction call detail data for the overtime call-out extension may not be available in the event of a natural disaster involving the institution, an institution emergency, a mechanical breakdown of the equipment used to retrieve or store the telephone call detail data, telephone communication problems, software problems, equipment changes, or any other unforeseen events that have a major impact on the operation of the institution or the retrieval of the data.

**AFGE, Local 171:**

**Federal Bureau of Prisons  
Federal Correctional Institution  
El Reno, Oklahoma:**



Ronal Tim Davis  
Union Sgt. At Arms

9-7-01  
Date



T. C. Peterson,  
Warden

9/6/01  
Date